

## **EXHIBIT Q**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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IN RE: OWENS CORNING, : Chapter 11  
et al., : Case Nos. 00-3837 through  
: 00 3854  
Debtors. :  
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IN RE: W.R. GRACE & CO., : Chapter 11  
et al., : Case Nos. 01-1139 through  
: 01-1200  
Debtors. :  
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IN RE: USG CORPORATION, : Chapter 11  
a Delaware Corporation, : Case Nos. 01-2094 through  
et al., : 01-2104  
Debtors. :  
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This matter having been opened before the Court upon the motions of Kensington International Limited and Springfield Associates, L.P. in the chapter 11 case In re Owens Corning, and the motion of D.K. Acquisition Partners, L.P., Fernwood Associates L.P. and Deutsche Bank Trust Co. America in the chapter 11 case In re W.R. Grace for the Court to recuse itself from further proceedings in the above-captioned, administratively consolidated chapter 11 cases (the "Motions"); and the United States Court of Appeals for the Third Circuit having issued an Order on December 18, 2003, to this Court to cause discovery to be expedited and an Opinion to issue from this Court on the

Motions on or before January 31, 2004; and this Court having held two conferences on the record in which it heard the arguments of counsel and considered the discovery requests they intended or had already propounded; and for the reasons set forth in bench Opinions of this Court placed on the record on December 23, 2003, and December 24, 2003 and in accordance with the Orders of the Court made at that time; and good cause appearing

IT IS this <sup>TH</sup> 26 day of December, 2003

ORDERED that, for the convenient reference of the parties and the avoidance of confusion, the documents titled Movants' Submission of Request for Documents and Owens Corning's Requests for Production of Documents Relating to Motion to Recuse District Judge delivered by facsimile transmission to the Court on December 24, 2003 and attached to this Order, shall be the requests to which this Order makes reference and that a grant, denial or modification of any request for the production of documents in this Order shall not require the entire request to be restated herein, and it is further

ORDERED that the phrase "the Five Asbestos Cases" used in this order shall mean the chapter eleven cases titled In re Federal Mogul, Inc., No. 01-10578, In re USG Corporation, No. 01-2094, In re Owens Corning, 00-3837, and In re Armstrong World Industries, Inc., 00-4471, In re W.R. Grace & Co., No. 01-1139, and the related cases administratively consolidated thereto, and

it is further

**THE MOVANTS' REQUESTS**

ORDERED that the requests for the production of documents to Owens Corning and Saul Ewing LLP are denied in their entirety, and it is further

ORDERED that the requests for the production of documents to W.R. Grace & Co. and Kirkland & Ellis are granted, denied or modified as follows:

1. Request number one is granted except that the phrase "(i) G-I Holdings; or (ii) Combustion Engineering" is deleted.
2. Request number two is granted except that the phrase "(i) G-I Holdings" is deleted.
3. Request number three is granted.
4. Request number four is denied.
5. Request number five is granted except that the phrase "and G-I Holdings" is deleted and the phrase "with the District Court is inserted between the words "communication" and "concerning." Request number five shall now begin with the phrase "with respect to the Five Asbestos Cases any documents that reflect, refer to, or relate to any ex parte communication with the District Court concerning . . . ."
6. Request number six is denied.

and it is further

ORDERED that the requests for the production of documents to David R. Gross, C. Judson Hamlin, William A. Dreier, John E. Keefe, Sr., and Francis McGovern are granted, denied or modified as follows:

1. Request number one is granted except that the phrase "or (ii) Combustion Engineering" is deleted.
2. Request number two is granted.
3. Request number three is granted, except that the phrase "or Combustion Engineering" is deleted.
4. Request number four is granted, except that the phrase "or Combustion Engineering" is deleted.
5. Request number 5 is granted.
6. Request number six is granted in part and denied in part and shall be modified to read "All documents that reflect, refer to, or relate to the engagement of Dr. Letitia Chambers as an expert witness in any of the Five Asbestos Cases by (i) any of the Debtors, (ii) any Futures Representative, or (iii) any of the official Creditors Committees." As modified, request number six is granted.
7. Request number seven is denied.
8. Request number eight is denied.
9. Request number nine is granted.

10. Request number ten is granted, except that the phrase "or Combustion Engineering" is deleted.
11. Request number eleven is granted.
12. Request number twelve is granted.
13. Request number thirteen is denied.
14. Request number fourteen is granted except that the phrase "any bankruptcy case" is deleted and replaced with the phrase "the Five Asbestos Cases."
15. Request number fifteen is granted.
16. Request number sixteen is granted, except that the phrase "or Combustion Engineering" is deleted.
17. Request number seventeen is denied.
18. Request number eighteen is denied.
19. Request number nineteen is denied.
20. Request number twenty is denied.
21. Request number twenty-one is denied.
22. Request number twenty-two is denied.
23. Request number twenty-three is granted.

and it is further

ORDERED that the requests for production of documents to James J. McMonagle, Dean M. Trafelet and Kaye Scholer LLP are denied in their entirety, and it is further

ORDERED that the requests for production of documents to Cooney & Conway, Motley Rice, Caplin & Drysdale, Weitz &

Luxembourg and Elizabeth Magner, are denied in their entirety,  
and it is further

**OWENS CORNING'S REQUESTS**

ORDERED that, subject to the terms of the document requests propounded by Owens Corning as further granted, denied or modified by this Order, the requests for documents are granted or denied with respect to the following parties:

- (i) Kensington International Limited - Granted.
- (ii) Springfield Associates, LLC - Granted.
- (iii) Elliott Management Corporation - Granted.
- (iv) Elliot Associates, L.P. - Granted.
- (v) Elliott International L.P. - Granted.
- (vi) Mark Brodsky - Granted.
- (vii) DK Acquisition Partners - Denied.
- (viii) Fernwood Associates, L.P. - Denied.
- (ix) Deutsche Bank Trust Co. Americas - Denied.
- (x) USG Corporation - Denied.
- (xi - xiii) The Official Committees for Unsecured Creditors in In re Owens Corning, 00-3837, In re Armstrong World Industries, Inc., 00-4471, In re USG Corporation, No. 01-2094, and In re W.R. Grace & Co., No. 01-1139, and the related, administratively consolidated cases - Denied.
- (xiv) Credit Suisse First Boston - Granted.

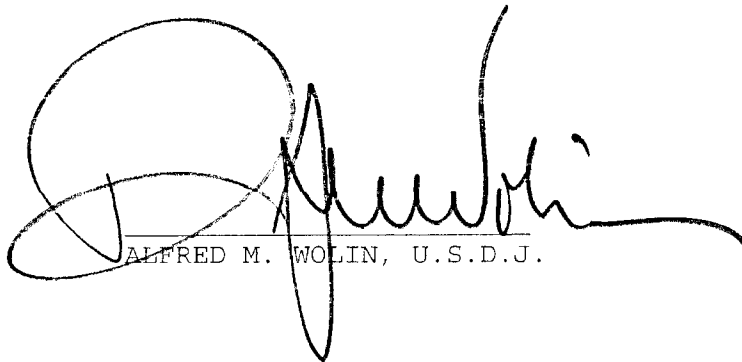
- (xv) JP Morgan/Chase - Granted.
- (xvi) Kramer Levin Naftalis & Frankel LLP - Granted.
- (xvii) Davis Polk & Wardwell - Granted.
- (xviii) Strook Strook & Lavan - Granted.

and it is further

ORDERED that Owens Corning's document requests one through thirteen and document request fifteen are granted subject to the modification set forth in the paragraph immediately following this paragraph, and it is further

ORDERED that every reference in the Owens Corning document requests to the defined term "Six Asbestos Bankruptcy Cases" is modified to read "Five Asbestos Bankruptcy Cases," Definition G of the phrase "Six Asbestos Bankruptcy Cases" is modified and shall read "Five Asbestos Bankruptcy Cases," and the phrase "and In re Combustion Engineering, Inc., No. 03-10495" is deleted from Definition G, and it is further

ORDERED that Owens Corning's document requests fourteen and sixteen are denied.



ALFRED M. WOLIN, U.S.D.J.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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*In re Owens Corning, et al.,*

Debtors.

Nos. 00-3837 to 00-3854 (JKF)

*In re W.R. Grace & Co., et al.,*

Debtors.

Nos. 01-1139 to 01-1200 (JKF)

*In re USG Corp., et al.,*

Debtors.

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Nos. 01-2094 to 01-2104 (JKF)

**MOVANTS' SUBMISSION OF REQUESTS FOR DOCUMENTS**

Attached are movants' document requests as ordered by the Court at the status conference of December 23, 2003. Movants believe that the discovery requests they propounded on December 22, 2003 are consistent with both the letter and spirit of the Third Circuit's opinion. However, pursuant to this Court's direction, movants have eliminated a significant number of document requests that they had served on December 22, 2003, all of which were quashed by the Court at the December 23 conference on the ground of their "absurd overbreadth" (Tr. 5) despite never having been seen by the Court. To the extent possible, and in light of the Court's warning that "excessive demands for document discovery may result in no document discovery being allowed at all" (12/23/03 Tr. 8), movants have attempted to limit the attached document requests to the issues that the Third

Circuit identified “among others” as those that bear most directly on the pending motion – (i) “the *full* extent of the Consultants’ activities in the Five Asbestos Cases”; and (ii) “Messrs. Gross and Hamlin’s activities in *G-I Holdings*.” Slip op. at 26 (emphasis added).

The attached document requests are directed to the following parties:

1. Owens Corning and its counsel, Saul Ewing;
2. W.R. Grace and its counsel, Kirkland & Ellis;
3. The five advisors appointed by the Court in the five jointly-administered cases and their law firms;
4. Futures Representatives James McMonagle, Dean Trafelet, and their counsel, Kaye Scholer;
5. Cooney & Conway, Motley Rice, Caplin & Drysdale, Weitz & Luxembourg, and Elizabeth Magner, all of whom represent asbestos claimants.

As stated by movants at the December 23 conference, the severe restrictions that the Court imposed on the discovery process, including prior review and limitation of document requests, and allowing movants only five depositions chosen by the Court, undermines the Third Circuit’s call for a “developed evidentiary record.” Dec. 18, 2003 slip op. at 25.<sup>1</sup>

Movants wish to advise the Court, in addition, that its order that all eight depositions the Court has allowed take place seriatim on January 5 and 6, 2004, was entered without any

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<sup>1</sup> In advocating that remand for further factual development was *unnecessary*, counsel for movants Kensington and Springfield emphasized the extremely limited nature of the discovery those movants *had previously* propounded. Counsel did not say that if the Third Circuit *disagreed* and remanded for further factual development, the only necessary discovery would be the discovery earlier propounded. It is the Third Circuit’s view that the record should be developed – not counsel’s contrary position that the Third Circuit should resolve the matter in movants’ favor *without* a more-developed record – that should control the proceedings on remand.

prior discussion of availability of counsel or witnesses on those dates. In fact, at least one deponent – Francis E. McGovern – is out of the country until January 9, 2004. In addition, Lawrence S. Robbins, lead counsel for movants Kensington and Springfield, is scheduled to present oral argument to a federal court of appeals in another jurisdiction on January 6, 2004, and thus is entirely unavailable on either of the two days specified by the Court for depositions. Even more troublesome is the Court's scheduling of four of the five advisor depositions (including *both* Messrs. Hamlin and Gross) on the same day (January 5). Movants cannot reasonably be expected to complete the necessary deposition discovery of these important witnesses in what amounts to no more than two hours each. Although movants acknowledge their need to make adjustments to meet the exigencies of the Third Circuit's deadline, it is entirely possible – indeed, likely – that a schedule only slightly different could have accommodated the needs of counsel and witnesses without in any way prejudicing the Court's ability to meet the January 31 deadline. Movants therefore wish to register their formal objection to the schedule imposed by the Court.

Movants ask that the Court direct respondents to provide the requested materials on or before January 2, 2004. Movants should, of course, be held to the same deadline with respect to any valid document requests propounded by respondents.

Dated: December 24, 2003

Respectfully submitted,



ISAAC M. PACHULSKI  
K. JOHN SHAFFER  
STUTMAN, TREISTER & GLATT P.C.  
1901 Avenue of the Stars, 12th Floor  
Los Angeles, California 90067  
(310) 228-5600

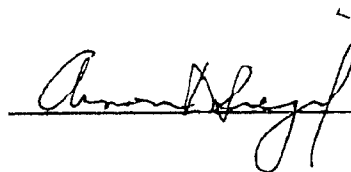
LAWRENCE S. ROBBINS  
ROY T. ENGLERT, JR.  
GARY A. ORSECK  
ARNON D. SIEGEL  
ROBBINS, RUSSELL, ENGLERT,  
ORSECK & UNTEREINER LLP  
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SCOTT D. DEVEREAUX  
JAMES C. MAROULIS  
COOLEY GODWARD LLP  
5 Palo Alto Square  
3000 El Camino Real  
Palo Alto, California 94306  
(650) 843-5000

**CERTIFICATE OF SERVICE**

I hereby certify that at 8:55am on Wednesday, December 24, 2003, I served by email a PDF copy of the foregoing Movants' Submission of Requests for Documents on all counsel required to be served.

A handwritten signature in cursive script, appearing to read "Aaron H. Hays", is written over a horizontal line.

**Document Requests to:**

Owens Corning  
One Owens Corning Parkway  
Toledo, Ohio 43604

*and*

Saul Ewing LLP  
222 Delaware Avenue  
Suite 1200  
Wilmington, Delaware 19801

Definitions

1. All definitions and rules of construction set forth in the Local Rules of the United States Bankruptcy Court for the District of Delaware and the Federal Rules of Civil Procedure shall apply to each command for production of the documents designated below.

2. "All" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

3. "*Combustion Engineering*" refers to *In re Combustion Engineering, Inc.*, No. 03-10495 (JKF) (Bankr. D. Del.).

4. "Debtors" refers to debtors and debtors in possession.

5. "Document" (in all its forms) means all written, reported, recorded, pictorial, or graphic matter, however produced or reproduced, that are in your possession, custody or control, including, but not limited to, all letters, telegrams, telexes, cables, word processing files, telephone records and notations, invoices, ledgers, journals and other formal and informal books of record and account, minutes, bulletins, instructions, financial statements, photographs, reports, memoranda, notes, notebooks, electronic mail, voice mail, drafts, worksheets, contracts, agreements, computer

data, tape recordings, videotapes, transcriptions, intra-company drafts of the foregoing items, and copies or reproductions of the foregoing upon which notations in writing have been made which do not appear on the originals. A document is deemed to be in your possession, custody or control if you have the right to secure the document or a copy thereof from another person or public or private entity having actual physical possession thereof. For purposes of these Document Requests, the documents sought are those created between November 21, 2001 and the present. Any pleadings, briefs or other documents filed with the Clerk of the Bankruptcy Court in the Five Asbestos Cases or served on all parties entitled to be served with such pleadings, brief or other documents in any of the Five Asbestos Cases shall not constitute a document for purposes of this request.

6. "Five Asbestos Cases" refers to the following cases pending in the United States Bankruptcy Court for the District of Delaware: *In re Armstrong World Industries, Inc. et al.*, Nos. 00-4471, 00-4469, 00-4470; *In re W.R. Grace & Co. et al.*, Nos. 01-1139 through 01-1200; *In re Federal-Mogul Global, Inc., T&N Limited, et al.*, Nos. 01-10578 *et al.*; *In re USG Corp. et al.*, Nos. 01-2094 through 01-2104; *In re Owens Corning, et al.*, Nos. 00-03837, *et al.*

7. "Futures Representative" refers to the legal representative appointed pursuant to section 524(g) of the Bankruptcy Code to represent the interests of present or future asbestos-related demands.

8. "*G-I Holdings*" refers to *In re G-I Holdings Inc.*, No. 01-30135 (RG) (Bankr. D.N.J.).

9. "Judge Wolin" refers to the Hon. Alfred Wolin, U.S. District Judge for the District of New Jersey, and to members of his staff, including law clerks, courtroom deputies, secretaries, and interns.

10. "Person" and "you" (in all their forms) mean the entities listed at the top of this request, as well as any of your partners, employees, officers, or directors, and any person or any business, legal, or governmental entity or association that acts or has acted at your direction or control, including but not limited to Michael Thaman and Maura Smith.

11. The use of the singular form of any word includes the plural and vice versa.

Documents Requested

1. All documents that reflect, refer to, or relate to, any communication concerning (i) *G-I Holdings* or (ii) any of the Five Asbestos Cases, between you and any of the following individuals: Judge Alfred Wolin; David R. Gross; C. Judson Hamlin; William A. Dreier; John E. Keefe, Sr.; and Francis E. McGovern.

2. Any and all documents relating to the application of debtors for the appointment of a Futures Representative or counsel for a Futures Representative in *In re W.R. Grace & Co.*, No. 01-01139 (JKF) (Bankr. D. Del.).

3. All documents that reflect, refer to, or relate to, (i) the present motions for recusal of Judge Wolin or (ii) the Petitions for Writs of Mandamus that were filed in the present proceedings.

**Document Requests to:**

W.R. Grace & Co.  
7500 Grace Drive  
Columbia, Maryland 21044

*and*

Kirkland & Ellis  
Aon Center  
200 East Randolph Drive  
Chicago, Illinois 60601

Definitions

1. All definitions and rules of construction set forth in the Local Rules of the United States Bankruptcy Court for the District of Delaware and the Federal Rules of Civil Procedure shall apply to each command for production of the documents designated below.
2. "All" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.
3. "Combustion Engineering" refers to *In re Combustion Engineering, Inc.*, No. 03-10495 (JKF) (Bankr. D. Del.).
4. "Debtors" refers to debtors and debtors in possession.
5. "Document" (in all its forms) means all written, reported, recorded, pictorial, or graphic matter, however produced or reproduced, that are in your possession, custody or control, including, but not limited to, all letters, telegrams, telexes, cables, word processing files, telephone records and notations, invoices, ledgers, journals and other formal and informal books of record and account, minutes, bulletins, instructions, financial statements, photographs, reports, memoranda, notes, notebooks, electronic mail, voice mail, drafts, worksheets, contracts, agreements, computer

data, tape recordings, videotapes, transcriptions, intra-company drafts of the foregoing items, and copies or reproductions of the foregoing upon which notations in writing have been made which do not appear on the originals. A document is deemed to be in your possession, custody or control if you have the right to secure the document or a copy thereof from another person or public or private entity having actual physical possession thereof. For purposes of these Document Requests, the documents sought are those created between November 21, 2001 and the present. Any pleadings, briefs or other documents filed with the Clerk of the Bankruptcy Court in the Five Asbestos Cases or served on all parties entitled to be served with such pleadings, brief or other documents in any of the Five Asbestos Cases shall not constitute a document for purposes of this request.

6. "Five Asbestos Cases" refers to the following cases pending in the United States Bankruptcy Court for the District of Delaware: *In re Armstrong World Industries, Inc. et al.*, Nos. 00-4471, 00-4469, 00-4470; *In re W.R. Grace & Co. et al.*, Nos. 01-1139 through 01-1200; *In re Federal-Mogul Global, Inc., T&N Limited, et al.*, Nos. 01-10578 *et al.*; *In re USG Corp. et al.*, Nos. 01-2094 through 01-2104; *In re Owens Corning, et al.*, Nos. 00-03837 *et al.*

7. "Futures Representative" refers to the legal representative appointed pursuant to section 524(g) of the Bankruptcy Code to represent the interests of present or future asbestos-related demands.

8. "*G-I Holdings*" refers to *In re G-I Holdings Inc.*, No. 01-30135 (RG) (Bankr. D.N.J.).

9. "Judge Wolin" refers to the Hon. Alfred Wolin, U.S. District Judge for the District of New Jersey, and to members of his staff, including law clerks, courtroom deputies, secretaries, and interns.

10. "Person" and "you" (in all their forms) mean the entities listed at the top of this request, as well as any of your partners, employees, officers, or directors, and any person or any business, legal, or governmental entity or association that acts or has acted at your direction or control.

11. The use of the singular form of any word includes the plural and vice versa.

Documents Requested

1. All documents that reflect, refer to, or relate to, any communication concerning (i) *G-I Holdings*; or (ii) *Combustion Engineering*; or (iii) any of the Five Asbestos Cases, between or among you and any of the following individuals: Judge Alfred Wolin; David R. Gross; C. Judson Hamlin; William A. Dreier; John E. Keefe, Sr.; and Francis E. McGovern.

2. All documents that reflect, refer to, or relate to, the appointment of a Futures Representative, or counsel for a Futures Representative, in (i) *G-I Holdings* or (ii) any of the Five Asbestos Cases.

3. All documents that reflect, refer to, or relate to, any draft opinions or memoranda of law transmitted by you to any of the following individuals: Judge Alfred Wolin; David R. Gross; C. Judson Hamlin; William A. Dreier; John E. Keefe, Sr.; and Francis E. McGovern.

4. All documents that record, tabulate, reflect, refer to, or relate to, the hours in which you participated in or prepared for communications as described in item 1 above.

5. With respect to the Five Asbestos Cases and *G-I Holdings*, any documents that reflect, refer to, or relate to, any *ex parte* communication concerning the following subjects: (a) the establishment of a bar date for filing claims or demands for present or future asbestos-related injuries or property damage claims or demands against Grace; (b) the estimation or other calculation, quantification, or liquidation of claims or demands for asbestos-related injuries; and (c) the substantive consolidation of any Debtor or any Debtor's estate with any other entity or entity's estate.

6. All documents that reflect, refer to, or relate to, (i) the present motions for recusal of Judge Wolin or (ii) the Petitions for Writs of Mandamus that were filed in the present proceeding.

**Document Requests to:**

1. David R. Gross *and*  
Saiber Schlesinger Satz & Goldstein  
One Gateway Center, 13th Floor  
Newark, New Jersey 07102
2. C. Judson Hamlin *and*  
Purcell Ries Shannon Mulcahy & O'Neill  
One Pluckemin Way  
Bedminster, New Jersey 07921
3. William A. Dreier *and*  
Norris McLaughlin & Marcus, P.A.  
721 Route 202-206  
Bridgewater, New Jersey 08807
4. John E. Keefe, Sr. *and*  
Lynch Martin  
1368 How Lane  
North Brunswick, New Jersey 08902
5. Francis McGovern  
Room 4019  
Duke Law School  
Science Drive and Towerview Road  
Durham, North Carolina 27708

Definitions

1. All definitions and rules of construction set forth in the Local Rules of the United States Bankruptcy Court for the District of Delaware and the Federal Rules of Civil Procedure shall apply to each command for production of the documents designated below.

2. "All" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

3. "*Combustion Engineering*" refers to *In re Combustion Engineering, Inc.*, No. 03-10495 (JKF) (Bankr. D. Del.).

4. "Debtors" refers to debtors and debtors in possession.

5. "Document" (in all its forms) means all written, reported, recorded, pictorial, or graphic matter, however produced or reproduced, that are in your possession, custody or control, including, but not limited to, all letters, telegrams, telexes, cables, word processing files, telephone records and notations, invoices, ledgers, journals and other formal and informal books of record and account, minutes, bulletins, instructions, financial statements, photographs, reports, memoranda, notes, notebooks, electronic mail, voice mail, drafts, worksheets, contracts, agreements, computer data, tape recordings, videotapes, transcriptions, intra-company drafts of the foregoing items, and copies or reproductions of the foregoing upon which notations in writing have been made which do not appear on the originals. A document is deemed to be in your possession, custody or control if you have the right to secure the document or a copy thereof from another person or public or private entity having actual physical possession thereof. For purposes of these Document Requests, the documents sought are those created between November 21, 2001 and the present. Any pleadings,

briefs or other documents filed with the Clerk of the Bankruptcy Court in the Five Asbestos Cases or served on all parties entitled to be served with such pleadings, brief or other documents in any of the Five Asbestos Cases shall not constitute a document for purposes of this request.

6. "Five Asbestos Cases" refers to the following cases pending in the United States Bankruptcy Court for the District of Delaware: *In re Armstrong World Industries, Inc. et al.*, Nos. 00-4471, 00-4469, 00-4470; *In re W.R. Grace & Co. et al.*, Nos. 01-1139 through 01-1200; *In re Federal-Mogul Global, Inc., T&N Limited, et al.*, Nos. 01-10578 *et al.*; *In re USG Corp. et al.*, Nos. 01-2094 through 01-2104; *In re Owens Corning, et al.*, Nos. 00-03837 *et al.*

7. "Futures Representative" refers to the legal representative appointed pursuant to section 524(g) of the Bankruptcy Code to represent the interests of present or future asbestos-related demands.

8. "*G-I Holdings*" refers to *In re G-I Holdings Inc.*, No. 01-30135 (RG) (Bankr. D.N.J.).

9. "Judge Wolin" refers to the Hon. Alfred Wolin, U.S. District Judge for the District of New Jersey, and to members of his staff, including law clerks, courtroom deputies, secretaries, and interns.

10. "Party" means any past or present officers, directors, partners, employees, parents or predecessor corporations, attorneys, consultants or agents of any interest party in any of the Five Asbestos Cases or of any committee in any of the Five Asbestos Cases.

11. "Person" and "you" (in all their forms) mean the individuals and entities listed at the top of this request, as well as any of your partners, employees, officers, or directors, and any person or any business, legal, or governmental entity or association that acts or has acted at your direction or control.

12. The use of the singular form of any word includes the plural and vice versa.

Documents Requested

1. All documents that reflect, refer to, or relate to, any services or activities performed by you in connection with the Five Asbestos Cases, *G-I Holdings*, or *Combustion Engineering*.
2. All documents that reflect, refer to, or relate to, your selection as an advisor to Judge Wolin in the Five Asbestos Cases.
3. All complete, unredacted time and billing records in connection with activities performed by you in any of the Five Asbestos Cases or *Combustion Engineering*.
4. All documents that reflect, refer to, or relate to, the potential or actual appointment of any individual as Futures Representative, or as counsel for any Futures Representative, in any of the Five Asbestos Cases or *Combustion Engineering*.
5. All documents that reflect, refer to, or relate to, any communication concerning (i) *G-I Holdings* or (ii) any of the Five Asbestos Cases, between or among you and any of the following individuals: David R. Gross; C. Judson Hamlin; William A. Dreier; John E. Keefe, Sr.; Francis E. McGovern; and Judge Alfred Wolin.
6. All documents that reflect, refer to, or relate to, any expert engaged in any of the Five Asbestos Cases, including but not limited to Dr. Letitia Chambers, by (i) any of the Debtors; (ii) any Futures Representative; or (iii) any of the official Creditors Committees.
7. All documents that reflect, refer to, or relate to, any services or activities performed by you in connection with *Combustion Engineering* and related transactions, including but not limited to the negotiation and agreement of a \$20 million fee paid to Joseph Rice or his law firm.
8. For the period January 1, 1993 to the present, all documents that reflect, refer to, or relate to, any service performed by you as counsel to (i) tort plaintiffs in asbestos cases; (ii) Futures

Representatives; or (iii) any official or unofficial committee representing the interests of tort plaintiffs in asbestos cases.

9. With respect to *G-I Holdings*, all documents that reflect, refer to, or relate to, (i) the establishment of a bar date for filing claims or demands for present or future asbestos-related injuries against the Debtor; (ii) the estimation or other calculation, quantification, or liquidation of claims or demands for asbestos-related injuries; or (iii) the substantive consolidation of any Debtor or any Debtor's estate with any other entity or entity's estate.

10. With respect to the Five Asbestos Cases and *Combustion Engineering*, all documents that reflect, refer to, or relate to, (i) the establishment of a bar date for filing claims or demands for present or future asbestos-related injuries against the Debtor; (ii) the estimation or other calculation, quantification, or liquidation of claims or demands for asbestos-related injuries; or (iii) the substantive consolidation of any Debtor or any Debtor's estate with any other entity or entity's estate.

11. All documents that reflect, refer to, or relate to, any representation, assertion, or statement concerning any decision that Judge Wolin might or might not make in future proceedings in the Five Asbestos Cases.

12. All documents that reflect, refer to, or relate to, any individuals who are both (i) holders or potential holders of present or future asbestos claims or demands in the Five Asbestos Cases; and (ii) holders or potential holders of present or future asbestos claims or demands in *G-I Holdings*.

13. All documents that reflect, refer to, or relate to, advocacy by you in favor of, or against, asbestos-related legislation.

14. All documents that reflect, refer to, or relate to, communications or meetings with Futures Representatives in any bankruptcy case.

15. All documents that reflect, refer to, or relate to, the use of an abbreviated proof-of-claim form in *G-I Holdings* or any of the Five Asbestos Cases.

16. Any and all documents that reflect, refer to, or relate to, your potential retention as Futures Representative, or as counsel for a Futures Representative, in any of the Five Asbestos Cases or in *Combustion Engineering*.

17. All documents that reflect, refer to, or relate to, communications regarding the subject of Judge Wolin's potential future employment at Saiber Schlesinger Satz & Goldstein.

18. All documents that reflect, refer to, or relate to, (i) the present motions for recusal of Judge Wolin or (ii) the Petitions for Writs of Mandamus that were filed in the present proceedings.

19. All resumes, CVs, or bios for you.

20. Any articles, presentations, or other documents for public circulation that you have authored relating to asbestos or mass torts.

21. **[Request Directed to Francis McGovern Only]** All documents that reflect, refer to, or relate to, communications between you and Joseph Rice, Perry Weitz, John Cooney, Fred Baron, or David Bernick, or their law firms, that pertain to the subject matter of asbestos litigation.

22. All documents that constitute, reflect, or refer to communications between you and any Party.

23. Documents sufficient to identify all individuals or entities that you are, or have, since the commencement of the Five Asbestos Cases, represented in connection with claims or demands

- - -

that such individuals or entities assert or have asserted against the Debtor in any of the Five Asbestos Cases.

**Document Requests to:**

1. James J. McMonagle  
24 Walnut Street  
Chagrin Falls, Ohio 44022
2. Dean M. Trafelet  
9130 Wild Lane  
Baileys Harbor, Wisconsin 54202
3. Kaye Scholer LLP  
425 Park Avenue  
New York, New York 10022

Definitions

1. All definitions and rules of construction set forth in the Local Rules of the United States Bankruptcy Court for the District of Delaware and the Federal Rules of Civil Procedure shall apply to each command for production of the documents designated below.

2. "All" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

3. "*Combustion Engineering*" refers to *In re Combustion Engineering, Inc.*, No. 03-10495 (JKF) (Bankr. D. Del.).

4. "Debtors" refers to debtors and debtors in possession.

5. "Document" (in all its forms) means all written, reported, recorded, pictorial, or graphic matter, however produced or reproduced, that are in your possession, custody or control, including, but not limited to, all letters, telegrams, telexes, cables, word processing files, telephone records and notations, invoices, ledgers, journals and other formal and informal books of record and account, minutes, bulletins, instructions, financial statements, photographs, reports, memoranda, notes, notebooks, electronic mail, voice mail, drafts, worksheets, contracts, agreements, computer

data, tape recordings, videotapes, transcriptions, intra-company drafts of the foregoing items, and copies or reproductions of the foregoing upon which notations in writing have been made which do not appear on the originals. A document is deemed to be in your possession, custody or control if you have the right to secure the document or a copy thereof from another person or public or private entity having actual physical possession thereof. For purposes of these Document Requests, the documents sought are those created between November 21, 2001 and the present. Any pleadings, briefs or other documents filed with the Clerk of the Bankruptcy Court in the Five Asbestos Cases or served on all parties entitled to be served with such pleadings, brief or other documents in any of the Five Asbestos Cases shall not constitute a document for purposes of this request.

6. "Five Asbestos Cases" refers to the following cases pending in the United States Bankruptcy Court for the District of Delaware: *In re Armstrong World Industries, Inc. et al.*, Nos. 00-4471, 00-4469, 00-4470; *In re W.R. Grace & Co. et al.*, Nos. 01-1139 through 01-1200; *In re Federal-Mogul Global, Inc., T&N Limited, et al.*, Nos. 01-10578 *et al.*; *In re USG Corp. et al.*, Nos. 01-2094 through 01-2104; *In re Owens Corning, et al.*, Nos. 00-03837 *et al.*

7. "Futures Representative" refers to the legal representative appointed pursuant to section 524(g) of the Bankruptcy Code to represent the interests of present or future asbestos-related demands.

8. "*G-I Holdings*" refers to *In re G-I Holdings Inc.*, No. 01-30135 (RG) (Bankr. D.N.J.).

9. "Judge Wolin" refers to the Hon. Alfred Wolin, U.S. District Judge for the District of New Jersey, and to members of his staff, including law clerks, courtroom deputies, secretaries, and interns.

10. "Person" and "you" (in all their forms) mean the individuals and entity listed at the top of this request, as well as any of your partners, employees, officers, or director, and any person or any business, legal, or governmental entity or association that acts or has acted at your direction or control.

11. The use of the singular form of any word includes the plural and vice versa.

Documents Requested

1. All documents that reflect, refer to, or relate to, the selection of David R. Gross, C. Judson Hamlin, William A. Dreier, John E. Keefe, Sr., and Francis E. McGovern, as advisors to Judge Wolin in the Five Asbestos Cases.

2. All documents that reflect, refer to, or relate to, the potential or actual appointment of any individual as a Futures Representative, or as counsel for a Futures Representative, in any of the Five Asbestos Cases or *Combustion Engineering*.

3. All documents that reflect, refer to, or relate to, any communication concerning (i) *G-I Holdings* or (ii) any of the Five Asbestos Cases. between you and any of the following individuals: David R. Gross; C. Judson Hamlin; Judge Alfred Wolin; William A. Dreier; John E. Keefe, Sr.; and Francis E. McGovern.

4. All documents that reflect, refer to, or relate to, *Combustion Engineering* and related transactions, including but not limited to the negotiation and agreement of a \$20 million fee paid to Joseph Rice or his law firm.

5. With respect to the Five Asbestos Cases, *Combustion Engineering*, and *G-I Holdings*, all documents that reflect, refer to, or relate to, (i) the establishment of a bar date for filing claims or demands for present or future asbestos-related injuries against the Debtor; (ii) the estimation or

other calculation, quantification, or liquidation of claims or demands for asbestos-related injuries; or (iii) the substantive consolidation of any Debtor or any Debtor's estate with any other entity or entity's estate.

6. All documents that reflect, refer to, or relate to, any representation, assertion, or statement concerning any decision that Judge Wolin might or might not make in future proceedings in the Five Asbestos Cases.

7. All documents that reflect, refer to, or relate to, any individuals who are both (i) holders or potential holders of present or future asbestos claims or demands in the Five Asbestos Cases; and (ii) holders or potential holders of present or future asbestos claims or demands in *G-I Holdings*.

8. All documents that reflect, refer to, or relate to, meetings or other communications between or among (i) any Futures Representatives in the Five Asbestos Cases; and (ii) Hamlin, any of Hamlin's counsel or other advisors or representatives in *G-I Holdings*, or any of the other advisors appointed by Judge Wolin in the Five Asbestos Cases.

9. All documents that reflect, refer to, or relate to, the use of an abbreviated proof-of-claim form in *G-I Holdings* or any of the Five Bankruptcy Cases.

10. All documents that reflect, refer to, or relate to (i) the present motions for recusal of Judge Wolin or (ii) the Petitions for Writs of Mandamus that were filed in the present proceeding.

11. All resumes, CVs, or bios for you.

Requests for Production to Cooney & Conway, Motley Rice, Caplin & Drysdale, Weitz & Luxembourg, and Elizabeth Magner

Definitions

1. "You" or "Your" mean the entity or person that is the subject of the attached subpoena, and any past or present officers, directors, partners, employees, parent or predecessor corporations, attorneys, consultants or agents of that entity or person.
2. "Five Asbestos Cases" means the following cases pending in the United States Bankruptcy Court for the District of Delaware: *In re Armstrong World Industries, Inc., et al.*, Nos. 00-4469, *et al.*; *In re W.R. Grace & Co., et al.*, Nos. 01-1139, *et al.*; *In re Federal-Mogul Global, Inc., T&N Limited, et al.*, Nos. 01-10578, *et al.*; *In re USG Corp., et al.*, Nos. 01-2094, *et al.*; and *In re Owens Corning, et al.*, No 00-3837, *et al.*
3. "Judge Wolin" means the Honorable Alfred M. Wolin, U.S. District Judge for the District of New Jersey, and anyone working on his behalf, including, without limitation, law clerks, courtroom deputies, secretaries, interns, and other members of his staff.
4. "Advisor" means any of the following: C. Judson Hamlin, David R. Gross, William A. Dreier, Francis E. McGovern, or John E. Keefe, or anyone working on their behalf.
5. "Party" means any past or present officers, directors, partners, employees, parent or predecessor corporations, attorneys, consultants or agents of any interested party in any of the Five Asbestos Cases or of any committee in any of the Five Asbestos Cases.
6. "Non-Party" means any person or entity that does not meet the definition for a Party, an Advisor, or Judge Wolin.

7. "Document" means any document as defined by Federal Rule of Civil Procedure 34. A Document may be any written, printed, typed, recorded, magnetic, punched, copied, graphic or other tangible thing in, upon, or from which information may be embodied, translated, conveyed, or stored (including, without limitation, correspondence, memoranda, notes, records, books, papers, telegrams, telexes, facsimile transmissions, dictation or other audio tapes, video tapes, computer tapes, computer discs, computer printouts, electronic mail, microfilm, microfiche, worksheets, diaries, calendars, photographs, charts, drawings, sketches and all other writings or drafts thereof). For purposes of these Document Requests, the documents sought are those created between November 27, 2001 and the present. **Any pleadings, briefs or other Documents filed with the Clerk of the Bankruptcy Court in the Five Asbestos Cases or served on all Parties entitled to be served with such pleadings, brief or other Documents in any of the Five Asbestos Cases shall not constitute a Document for purposes of this Request.**
8. "Communications" means any transmission of information from one person or entity to another, including, without limitation, by personal meeting, telephone, letter, facsimile, electronic mail, teleconference, radio, telegraph, etc., **that relate to the Five Asbestos Cases or to any other case pending under Chapter 11 of the Bankruptcy Code involving claims arising from exposure to asbestos and over which Judge Wolin has exercised any jurisdiction.**
9. The use of the singular form of any word includes the plural and vice versa.
10. "Any" and "all" will also be read to include "each" and "every."

1. "Or" will be read either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

Requests For Production

1. All Documents that constitute, reflect, or refer to Communications between You and Judge Wolin.
2. All Documents that reflect, refer to or concern any meetings (including, without limitation, any conferences) between you and Judge Wolin.
3. All Documents that constitute, reflect, or refer to Communications between You and any Advisor.
4. All Documents that constitute, reflect, refer to, or relate to any draft opinions or memoranda of law for Judge Wolin or any Advisor.
5. All Documents that record, tabulate, reflect, or refer to the number of hours in which You participated in or prepared for Communications as described in items 1 through 3 above. Fee applications that have been publicly filed in the official record of any of the Five Asbestos Cases may be excluded.

**UNITED STATES DISTRICT COURT  
IN AND FOR THE DISTRICT OF DELAWARE**

In re:

OWENS CORNING, et al.,

Debtors.

\*  
\* Case Nos. 00-3837 through 3854  
\*  
\* (Alfred M. Wolin, U.S.D.J., specially  
\* designated)  
\*  
\* Hearing Date: January 16, 2004  
\*

\* \* \* \* \*

In re:

W.R. Grace & Co., et al.

Debtors.

\*  
\* Case Nos. 01-1139 through 0-1200  
\*  
\* (Alfred M. Wolin, U.S.D.J., specially  
\* designated)  
\*  
\* Hearing Date: January 16, 2004  
\*

\* \* \* \* \*

In re:

USG Corp., et al.

Debtors.

\*  
\* Case Nos. 01-2094 through 01-2104  
\*  
\* (Alfred M. Wolin, U.S.D.J., specially  
\* designated)  
\*  
\* Hearing Date: January 16, 2004  
\*

\* \* \* \* \*

**OWENS CORNING'S REQUESTS FOR PRODUCTION OF  
DOCUMENTS RELATING TO MOTION TO RECUSE DISTRICT JUDGE**

Owens Corning and its related debtors-in-possession in the above-referenced bankruptcy proceedings, by its counsel, and as coordinating counsel for the Asbestos Creditors Committees and the Representatives of Future Asbestos Claimants in the *Owens Corning*, *W.R. Grace*, and

*USG Corp.* bankruptcy proceedings, respectfully request that the Court permit the following request for production of documents to the following persons and counsel in these proceedings:

Movant Entities

- (i) Kensington International Limited;
- (ii) Springfield Associates, LLC;
- (iii) Elliott Management Corporation;
- (iv) Elliott Associates, L.P.;
- (v) Elliott International, L.P.;
- (vi) Mark Brodsky;
- (vii) DK Acquisition Partners, L.P.;
- (viii) Fernwood Associates, L.P.;
- (ix) Deutsche Bank Trust Company Americas; and
- (x) USG Corp.

Official Committees of Unsecured Creditors Entities

- (xi) The Official Committee for Unsecured Creditors in the *Owens Corning* bankruptcy proceeding, *In re Owens Corning, et al*, Case No. 00-03837;
- (xii) The Official Committee for Unsecured Creditors in the *W.R. Grace* bankruptcy proceeding, *In re W.R. Grace & Co., et al.*, Case Nos. 01-1139 through 01-1200; and
- (xiii) The Official Committee for Unsecured Creditors in the *USG Corp.* bankruptcy proceeding, *In re Armstrong World Industries, Inc., et al.*, Case Nos. 00-4471, 00-4469-4470.

Certain Creditors in the Owens Corning Bankruptcy Proceeding

- (xiv) Credit Suisse First Boston, as agent for the Bank Group; and
- (xv) JP Morgan/Chase.

Counsel

(xvi) Kramer Levin Naftalis & Frankel LLP (counsel to CSFB and the Bank Group);

(xvii) Davis Polk & Wardwell (counsel to OCUC in the *Owens Corning* bankruptcy proceeding); and

(xviii) Stroock, Stroock & Lavan (counsel to OCUC in the *USG Corp.* bankruptcy proceeding).

Unless otherwise agreed by counsel or by Order of Court, each of your responses and the requested documents shall be produced on or before December 31, 2003, 10:00 a.m. at the offices of Saul Ewing LLP, 100 South Charles Street, Baltimore, Maryland 21201.

**DOCUMENTS REQUESTED**

1. All documents relating to any background investigation, biographical research or records checks conducted or obtained by you concerning Messrs. Hamlin and Gross and such documents as will show the dates of any such work.
2. Such documents as will show whether you subscribe to *Mealey's Litigation Report: Asbestos*, *Mealey's Asbestos Bankruptcy Reporter*, *Mealey's Asbestos Reporter*, *Andrews Publications' Asbestos Litigation Reporter*, *The Daily Deal*, any publication by Bear Sterns & Co., Inc. concerning distressed securities, debtors, or bankruptcy proceedings, any publication by Lehman Brothers concerning distressed securities, debtors, or bankruptcy proceedings, and any other publication that as part of its stated business routinely reports on distressed securities, debtors or bankruptcy proceedings, and the dates of such subscriptions; or, in lieu thereof, an affidavit or certification providing such information.
3. All of your distribution lists concerning each of the publications described in Request No. 2, above.
4. All pleadings, notices and other filings received by you relating to the appointments, re-appointments, activities or roles of Messrs. Hamlin and Gross in the *G-I* bankruptcy proceedings.
5. Such documents as will identify each of your persons who worked on, monitored or participated in the *G-I* bankruptcy proceedings and the dates thereof, or, in lieu thereof, an affidavit or certification providing such information.

6. All dockets, logs and other similar documents which were prepared, maintained or distributed by Davis Polk, which are the same as or similar to the docket or log described by R.L. Jones in the billing record found on page 291 of Owens Corning's Appendix filed in the Third Circuit, pertaining to the *G-I* bankruptcy proceeding.
7. Such documents as will show, as to each such docket, log or similar document identified pursuant to Request No. 6, above, the identity of all distributees and recipients, or, in lieu thereof, an affidavit or certification providing such information.
8. All reports prepared, received or distributed by Davis Polk which concern the appointments, re-appointments, activities or roles of Messrs. Hamlin and Gross in the *G-I* bankruptcy proceeding.
9. Such documents as will identify each of the members of the Bank Group and of the Steering Committee, their representatives and their separate dates of service or membership; or, in lieu thereof, an affidavit or certification providing such information.
10. Such documents as will show who represented Kensington and Springfield in the Owens Corning bankruptcy proceedings, and for what periods.
11. Any documents prepared, received or distributed by Kramer Levin which reflect the appointments, re-appointments, activities or roles of Messrs. Hamlin and Gross in connection with the *G-I* bankruptcy proceeding.
12. All of Kramer Levin's actual time sheets and billing records prepared in connection with or issued to any of its clients in the *G-I* bankruptcy proceeding or in any of the six Asbestos Bankruptcy Cases which refer or relate to the appointments, re-appointments, activities or roles of Messrs. Hamlin and Gross in the *G-I* bankruptcy proceeding.
13. All of Davis Polk's actual time sheets and billing records prepared in connection with or issued to any of its clients in the *G-I* bankruptcy proceeding or any of the six Asbestos Bankruptcy Cases which refer or relate to the appointments, re-appointments, activities or roles of Messrs. Hamlin and Gross in the *G-I* bankruptcy proceeding.
14. For each moving party that has purchased a claim or portion of a claim in any of the above-captioned proceedings, such documents as will show when and from whom you acquired such claim or portion of a claim or, in lieu thereof, an affidavit or certification providing such information.
15. Such documents as will show who attended the conference with the Honorable Alfred M. Wolin held December 20, 2001.
16. Such documents as will disclose the date of your first consideration of the possible recusal of the Honorable Alfred M. Wolin in any of the six Asbestos Bankruptcy Cases.

**DEFINITIONS AND INSTRUCTIONS**

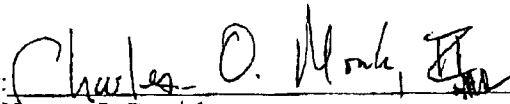
- A. "CSFB" means Credit Suisse First Boston.
- B. The "Bank Group" means those financial institutions and lenders participating in or owning portions of the debt issued pursuant to the \$2,000,000,000 Credit Agreement dated as of June 26, 1997 among Owens Corning, as Borrower and Guarantor, the Other Borrowers and Guarantors, the Banks listed on Annex A hereto and Credit Suisse First Boston, as that group has changed from time to time.
- C. "Engage" or "Engaged" means, with respect to services or personnel, the retention of such services or personnel, without regard to which person is to pay for such services or personnel.
- D. The "*Owens Corning* bankruptcy proceedings" means *In re Owens Corning, et al*, Case No. 00-03837 (D. Del.).
- E. The "Steering Committee" means the steering committee established in connection with the *Owens Corning* bankruptcy proceedings, comprised of certain of the financial institutions and lenders participating in or owning portions of the debt issued pursuant to the \$2,000,000,000 Credit Agreement dated as of June 26, 1997 among Owens Corning, as Borrower and Guarantor, the other Borrowers and Guarantors, the Banks listed on Annex A hereto and Credit Suisse First Boston (the "June 26, 1997 Credit Agreement"), and which acts as one of the representatives of the interests of the Bank Group.
- F. The "*G-I* bankruptcy proceedings" means *In re G-I Holdings, Inc., et al*, Case No. 01-30135 (D.N.J.).
- G. The "Six Asbestos Bankruptcy Cases" refers to the following cases pending in the United States District Court for the District of Delaware: *In re Armstrong World Industries, Inc., et al*, Case Nos. 00-4471, 00-4469-4470; *In re W.R. Grace & Co., et al*, Case Nos. 01-1139 through 01-1200; *In re Federal Mogul Global, Inc., et al*, Case Nos. 01-10578, et al.; *In re USG Corp., et al*, Case Nos. 01-2094 through 01-2104; *In re Owens Corning, et al*, 00-3837 through 3854; and *In re Combustion Engineering, Inc.*, No. 03-10495.
- H. "You" means the individuals or entities to which these Requests for Production of Documents are directed, either individually or collectively and their partners, associates, paralegals, attorneys, directors, officers, employees, agents, representatives, successors and others acting on their behalf.
- I. "Communication" means any oral, written or recorded statement (via whatever medium) transmitted by one person to another.
- J. "Document" means any written, recorded, electronic or graphic matter (including any business record in any form), however produced, reproduced or stored (including any digital, electronic, analog or physical medium), including all non-identical copies

containing notations not contained on the original thereof, and including without limitation correspondence, memoranda, notes, calendar entries, diary entries, time and billing records, and electronic mail ("e-mail"), disks, diskettes, compact disks, tapes or other media used in data and/or word processing together with the programming instructions and other materials necessary to understand such media.

- K. "Person" means any natural person, corporate entity, partnership, association, or sole proprietorship.
- L. Reference to any person shall include the person's partners, associates, paralegals, attorneys, directors, officers, employees, agents, representatives, successors and others acting on the person's behalf.
- M. The terms "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Request for Production of Documents any information which might otherwise be construed to be outside its scope.
- N. The term "concern," "concerning," "relate" or "relating to" means constituting, comprising, containing, setting forth, showing, disclosing, describing, explaining, summarizing, concerning, or referring to, directly or indirectly.
- O. "Including" means including but not limited to.
- P. All documents that are withheld under a claim of privilege, under a claim that such documents form a part of the attorney's work product, or under a claim that such documents were prepared in anticipation of litigation, shall be identified in sufficient detail (including an identification of the document's date, the document's author and all recipients, and a general description of the subject matter of the document) to permit a request for in camera inspection of each such document in the event any such claim is disputed.
- Q. Whenever appropriate herein, the singular form of a word shall also be interpreted as its plural.
- R. To the extent that no single document exists or is in your possession, custody or control which contains all the information sought in any particular Request herein, you are to provide such other documents in your possession, custody or control which are sufficient to show, compute, compile or explain all the information requested in such Requests or as much thereof as is available.
- S. If any documents sought by this Request for Production of Documents have been destroyed or are no longer in your possession, identify the documents no longer in your possession, the date(s) on which such documents were destroyed, and describe in detail your regular policy regarding the maintenance, retention and destruction of records that have at one time been in your possession, as well as the identity of the person or persons responsible for the maintenance, retention, and destruction of such records.

- T. Unless otherwise stated in a particular Request each Request for Production of Documents refers to the time period between October 4, 2000 and December 31, 2003.
- U. This Request for Production of Documents is continuing in nature, requiring a supplemental response and production when new, different or clarifying information comes into the possession of the party whom this Request is addressed or the possession of said party's counsel.

Respectfully submitted,


By:   
Norman L. Pernick  
J. Kate Stickles  
SAUL EWING LLP  
222 Delaware Avenue, Suite 1200  
Wilmington, DE 19801  
(302) 421-6800

and

Charles O. Monk, II  
Matthew G. Dobson  
SAUL EWING LLP  
100 South Charles Street  
Baltimore, MD 21201  
(410) 332-8600  
Counsel to Owens Corning *et al.*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 24<sup>th</sup> day of December, 2003, I sent copies of this Request for Production via e-mail to all counsel of record and, via telecopy to Evans Wohlforth, Esquire, United States District Court for the District of New Jersey.

  
Henry R. Abrams

## **EXHIBIT R**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

IN RE: ARMSTRONG WORLD : Chapter 11  
INDUSTRIES, INC., et al., : Case Nos. 00-4471, 00-4469,  
: 00-4470

Debtors.

-----  
IN RE: W.R. GRACE & CO., : Chapter 11  
et al., : Case Nos. 01-1139 through  
: 0-1200

Debtors.

-----  
IN RE: FEDERAL-MOGUL : Chapter 11  
GLOBAL, INC., T&N : Case Nos. 01-10578, et al.<sup>1</sup>  
LIMITED, et al., :  
:

Debtors.

-----  
IN RE: USG CORPORATION, : Chapter 11  
a Delaware Corporation, : Case Nos. 01-2094 through  
et al., : 01-2104  
:

Debtors.

-----  
IN RE: OWENS CORNING, : Chapter 11  
et al., : Case Nos. 00-3837 through  
: 00-3854  
:

Debtors.

ORDER DESIGNATING COURT APPOINTED CONSULTANTS  
AND SPECIAL MASTERS

This matter having been opened by the Court upon its own motion in each of the above-captioned Chapter 11 cases; and the interested parties having been put on notice by the Court at the joint case management conference held on December 20, 2001, that the Court anticipated appointing special masters and/or case

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<sup>1</sup>See attached list.

management consultants to whom the Court may from time to time delegate certain authority to hear matters and to advise the Court on issues that may arise in these five large Chapter 11 cases; and for good cause shown

It is this 28<sup>th</sup> day of December, 2001

ORDERED that the following Order applies to the lead cases identified in the caption of this Order and to all cases filed as related cases thereto, and it is further

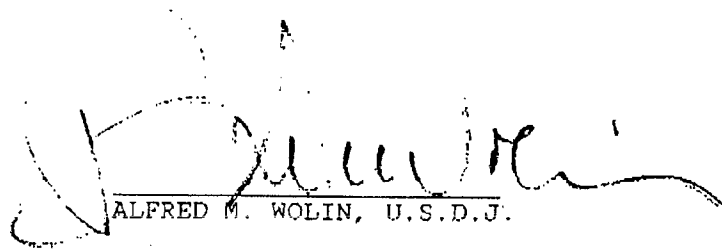
ORDERED that William A. Drier, Esq., David R. Gross, Esq., C. Judson Hamlin, Esq., John E. Keefe, Esq., and Professor Francis E. McGovern are hereby designated as Court Appointed Consultants to advise the Court and to undertake such responsibilities, including by way of example and not limitation, mediation of disputes, holding case management conferences, and consultation with counsel, as the Court may delegate to them individually, and it is further

ORDERED that the parties are on notice that the Court may, without further notice, appoint any of the Court-Appointed Consultants to act as a Special Master to hear any disputed matter and to make a report and recommendation to the Court on the disposition of such matter, and it is further

ORDERED that William A. Drier, Esq., is hereby appointed Special Master in the matter of In re W.R. Grace & Co., Bankruptcy No. 01 1139 through 01-1200, to hear all disputed matters in that Chapter 11 case for which the Court's Order of

Reference may be withdrawn from the Honorable Judith K. Fitzgerald, United States Bankruptcy Judge, and it is further

ORDERED that the fees of the Court Appointed Consultants and Special Master(s) shall be borne by the debtors in such manner and apportionment as this Court or the Bankruptcy Courts may hereinafter direct.



ALFRED M. WOLIN, U.S.D.J.

EXHIBIT S

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE: OWENS CORNING, et al.,

Chapter 11

Debtors

Case Nos. 00-3837/00-3854

IN RE: W.R. GRACE & CO., et al., Chapter 11

Case Nos. 01-1139/01-1200

Debtors

IN RE: USG CORPORATION,

a Delaware Corporation,

Chapter 11

et al.,

Case Nos. 01-2094/01-2104

Debtors

DEPOSITION UPON  
ORAL EXAMINATION  
OF

C. JUDSON HAMLIN

COPY

TRANSCRIPT of the deposition of the  
witness, before CATHERINE GOLEMBESKI, a Notary  
Public and Certified Shorthand Reporter of the  
State of New Jersey and Registered Professional  
Reporter, taken at the UNITED STATES DISTRICT  
COURTHOUSE, 50 Walnut Street, Newark, New Jersey,  
on Tuesday, January 6, 2004, commencing at 9:00  
a.m., pursuant to Notice.

C. Judson Hamlin - direct

1 Q. Does Mr. Scheier represent you in your  
2 capacity as an adviser to Judge Wolin in the five  
3 cases?

4 A. No, he represents me in my capacity as  
5 a Futures rep of G-I.

6 Q. And that's the context in which Mr.  
7 Scheier's here today?

8 A. Yes.

9 Q. Without revealing any conversations  
10 with counsel or the substance of discussions with  
11 counsel, can you tell me what you did to prepare  
12 for today's deposition?

13 MR. SCHEIER: I'll raise an objection  
14 to preserve my record, that that question may  
15 elicit information that's protected by the  
16 attorney-client privilege.

17 And I caution you in that regard Jud  
18 not to testify as Mr. Orseck has also cautioned  
19 you with regard to discussions that you and I had  
20 in that regard. I instruct you not, in fact, to  
21 not reveal those discussions.

22 Q. Let me be more specific. Have you, yes  
23 or no, met with your counsel, Mr. Scheier, to  
24 prepare for today's deposition?

25 A. Yes, this morning.

1 Q. Have you had conversations with anyone  
2 other than Mr. Scheier?

3 A. No.

4 Q. And to prepare for the deposition?

5 A. No.

6 Q. Have you spoken to Mr. Gross since his  
7 deposition yesterday?

8 A. No.

9 MR. SCHEIER: It would be easier if  
10 you let Mr. Orseck finish the questions, mostly  
11 for the court reporter.

12 A. The worst client that you can have are  
13 lawyers and judges. We also make the worst  
14 witnesses.

15 Go ahead, I apologize.

16 Q. Judge Hamlin, you are currently  
17 serving as an adviser to Judge Wolin in the five  
18 cases. Is that right?

19 A. I have not had an assignment since  
20 March or April of this year, but yeah.

21 Q. When did you first -

22 MS. PARVER: Objection for the record,  
23 sake of the record. Gary, when the Judge  
24 referred to this year, I assume he means '03 as  
25 opposed to '04.

1 A. '03. My apologies.

2 Q. You have not had an assignment since  
3 when?

4 A. March or April.

5 Q. But, to your knowledge, your  
6 appointment as an adviser which came sometime  
7 before March or April of 2003 has not been  
8 terminated or revoked or ended in some way. Is  
9 that right?

10 A. Recollect there's been no formal  
11 termination.

12 Q. When did you first learn that Judge  
13 Wolin was considering appointing you as an  
14 adviser in the five cases?

15 A. It would have been sometime after his  
16 designation by Judge Becker to manage those  
17 cases.

18 Q. And did you have a phone conversation  
19 with Judge Wolin? Did you meet with him? Tell  
20 me how you learned of that idea?

21 A. My best recollection was that he had  
22 called me, indicated that I had received the  
23 assignment, and that he wanted to put together a  
24 team of people that he thought had some  
25 experience in a number of areas, and asked me if

1 I would be willing to serve on it.

2 Q. And that was in a phone conversation?

3 A. I believe it was.

4 Q. Did you give Judge Wolin and answer  
5 during that same conversation?

6 A. My first question was, was I was not  
7 aware, I don't think I was. I wasn't aware that  
8 Becker had appointed him. And I didn't know what  
9 cases he had. And I told him if G-I was one of  
10 them, I couldn't do it. He told me that, no, the  
11 only cases he had gotten were out of Delaware.

12 Q. Why did you say that if G-I was one of  
13 the cases then you couldn't serve as an adviser  
14 in the five cases?

15 A. I already was a Futures rep in G-I,  
16 that was one of his cases I had choose, better  
17 one of the others.

18 Q. Why is that?

19 A. Because I couldn't very well advocate  
20 G-I while he was handling the case.

21 Q. You wouldn't advocate as Futures rep  
22 in G-I and serve as an adviser with respect to  
23 G-I at the same time. Is that right?

24 A. That is correct.

25 Q. Did you considers that that

5 (Pages 14 to 17)

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1 discussions, but since the answer is no, it's  
 2 mute to this point.  
 3 A. That's the answer to your question.  
 4 Q. Judge Hamlin, why don't we do this. If  
 5 at any time a question that I put to you relating  
 6 to a conversation between you and Mr. Gross would  
 7 elicit a response that relates to a discussion  
 8 between the two of you that you had in your  
 9 lawyer/client context in the G-I case, would you  
 10 just state that on the record, and then I won't  
 11 pursue it any further?  
 12 A. Okay.  
 13 MR. SCHEIER: You're not asking me not  
 14 to --  
 15 MR. ORSECK: Go ahead.  
 16 MR. SCHEIER: -- instruct the witness.  
 17 MR. ORSECK: You can object as you see  
 18 fit.  
 19 Q. So you didn't have any conversations  
 20 subject to Mr. Scheier's instruction with any of  
 21 the advisors between the first meeting with Judge  
 22 Wolin, the first conversation with Judge Wolin  
 23 and the meeting with the law clerk that you  
 24 described?  
 25 A. That is correct, I did not.

16

1 read back.)  
 2 Q. Judge Hamlin, you mentioned two  
 3 phrases in your answer, and I wanted to try not  
 4 to forget these two points, so I'm going to ask  
 5 you a two part question now, and take them one at  
 6 a time.  
 7 You said that at this meeting the  
 8 group discussed a myriad of problems that, now  
 9 I'm paraphrasing, that had prevented resolution  
 10 of asbestos matters in the tort system.  
 11 And the second thing you mentioned was  
 12 that there was some discussion about seeking  
 13 innovative resolution or resolutions to one or  
 14 more of those problems. My question is, can you  
 15 try, as best as you can, to tell us what were,  
 16 among the myriad of problems that were discussed  
 17 at the meeting. And then I'm going to ask you  
 18 next, tell us whether any potential innovative  
 19 resolutions were discussed.  
 20 MR. SCHEIER: Objection to form.  
 21 A. I mean, the problems in dealing with  
 22 tort liability for asbestos claims were huge, and  
 23 everybody at this table knows what they are.  
 24 First of all, the number of claims is  
 25 overwhelming the system. One of the continuing

15

1 Q. What was discussed at this first  
 2 meeting with the five advisors and Mr. Wohlforth?  
 3 A. If recollection serves me correctly,  
 4 it was a general discussion about the myriad of  
 5 problems that were confronting asbestos  
 6 litigation generally, and that is all the things  
 7 that had caused asbestos claims not to be  
 8 resolved in the tort system. ^ Once ^ Ones  
 9 Georgin and Amchem came down, we pretty much new  
 10 class actions were not going to be the answer.  
 11 The various asbestos manufacturers resorted to  
 12 the asbestos courts as the next possible way of  
 13 putting a box around their possible liability.  
 14 And the view was that nobody had been successful,  
 15 really, to get their hands around time resolution  
 16 of the issues. And so we talked about common  
 17 threads of challenges that existed to resolution  
 18 of the tort system and in the asbestos system,  
 19 and see if we could come up with some kind of or  
 20 if Judge Wolin eventually, with our individual  
 21 input, could come up with some kind of innovative  
 22 resolution to get those cases done.  
 23 MS. PARVER: Could I hear that answer  
 24 again, please.  
 25 (Whereupon the requested testimony was

17

1 issues that is on the table, what do you do with;  
 2 depending on where you come from, whether you  
 3 want to have all of them, asymptomatics or not  
 4 impaired or unimpaired. That has always been a  
 5 difficult issue.  
 6 In fact, Judge Keefe had addressed  
 7 that early on from the bench when he was handling  
 8 asbestos cases. How you manage the claims. There  
 9 was always the concern about the role of  
 10 insurance coverage in the context of asbestos  
 11 litigation, whether or not there was exhaustion  
 12 of coverage to the degree to which insurance  
 13 companies could control defenses.  
 14 I'm just trying to think off the top  
 15 of my head. We went through the whole package.  
 16 Once you got into the bankruptcy system, you had  
 17 unliquidated tort claims competing with secured  
 18 and unsecured contractors. Property damage  
 19 people, all of whom had their own constituency  
 20 and their own interest. In fact, if you were  
 21 going to reach a resolution, you had to deal with  
 22 the super majority approval. And how you did that  
 23 and whether or not 524 G rep, what ability or  
 24 standing did they have in the context of dealing  
 25 with -- but we only discussed these in terms of

7 (Pages 22 to 25)

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22

1 Early on there was no delineation as  
2 to what, other than to be a resource for him,  
3 what responsibilities we would be given or to  
4 deal with.

5 Q. Did you say during that first  
6 conversation with Judge Wolin or at any  
7 subsequent time, my ability to serve as an  
8 adviser is dependent upon what the scope of my  
9 duties will be in the five cases because I serve  
10 in this other role in the G-I case?

11 A. Certainly not in that degree of  
12 detail, no.

13 Q. What is the first time you recall  
14 considering this issue, in your mind, that the  
15 possibility of a conflict or no conflict might  
16 depend to some degree upon the scope of your  
17 duties in the five cases?

18 MR. SCHEIER: Just take an objection  
19 to form in terms of the continued use of  
20 "conflict" and "conflict of interest".

21 To the extent you understand what he  
22 means by those terms, Jud, go ahead and answer  
23 the question.

24 A. I don't think there was a conflict  
25 because it would depend upon what I was asked to

24

1 liability. He wrote part of the restatement on  
2 product liability and had several published  
3 opinions which were regarded as precedential in  
4 New Jersey product liability law.

5 Judge Keefe had a long career on the  
6 appellate division, but had been the first judge  
7 handling asbestos litigation in New Jersey. In  
8 fact, probably wrote all the seminal opinions  
9 initially. And he actually managed the asbestos  
10 calendar, prior to my assumption of that  
11 responsibility. He brought that expertise. He  
12 was the full historian on the asbestos law in New  
13 Jersey.

14 McGovern was the academic who had a  
15 broad, published 8,000 articles, or at least  
16 something like that on mass torts and that sort  
17 of thing.

18 Gross was, I think, the initial  
19 participant on behalf of Johns-Manville and  
20 ground breaking litigation. And he had a  
21 reputation as someone who could find pragmatic  
22 solutions to difficult problems and bring people  
23 together.

24 I was the manager of all complex  
25 litigation in New Jersey, probably for the last

23

1 do. Obviously, I would not undertake anything  
2 that would, in my mind, constitute a conflict. It  
3 would depend on what he was looking for us to do.

4 And frankly, early on, I don't think  
5 -- you're right, I'll stop.

6 Q. What types of responsibilities --

7 MR. BERNICK: I can't hear you.

8 MR. ORSECK: I'll start again.

9 Q. When you thought about this issue, did  
10 you have in mind any particular types of  
11 responsibilities that you might be asked to  
12 perform in the five cases that might present you  
13 with a problem given your simultaneous role in  
14 the G-I case?

15 A. At the initial meeting?

16 Q. At any time.

17 A. Certainly in the beginning, no, I  
18 didn't think it -- think that through. Let me  
19 backup and explain something.

20 For those of us who are familiar with  
21 practice in New Jersey, the individuals that  
22 Judge Wolin selected had different areas of  
23 acknowledged expertise in New Jersey.

24 Judge Dreier was probably the  
25 acknowledged leader or expert in products

25

1 seven, eight years on the bench, by assignment  
2 then of Chief Justice Wilentz. I handled the  
3 breast implant litigation, any number of things,  
4 which is the HIV contaminated blood cases,  
5 several cases dealing with environmental damage.

6 So each of us had a kind of different  
7 expertise. My anticipation was that I would  
8 probably be called upon to deal more with  
9 management issues, that was my anticipation of  
10 what he would be talking about, what he would be  
11 looking for me. So did he say that? No, that was  
12 my anticipation from looking at the makeup of the  
13 group.

14 Q. I'm trying to understand your answer  
15 to my question. Am I understanding correctly that  
16 because your initial understanding was that you  
17 would be -- the focus of your responsibilities  
18 would be case management or procedural matters  
19 that, therefore, the G-I Holdings role for you  
20 did not present a conflict problem?

21 A. Initially, yeah.

22 Q. Conversely, did you think, at that  
23 time, that if you had substantive advisory  
24 responsibilities to Judge Wolin, that that might  
25 present a conflict with respect to your G-I

8 (Pages 26 to 29)

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<p>1 Holdings role?</p> <p>2 A. Were he to present me with any issue</p> <p>3 or request any advice to deal with any of the</p> <p>4 issues that I would deal with in G-I, I would</p> <p>5 have declined to participate.</p> <p>6 Q. Do you recall, at some point, advising</p> <p>7 your fellow advisors that you were serving as a</p> <p>8 Futures rep in the G-I case?</p> <p>9 A. Do I formally notify them? No, but I</p> <p>10 was -- thought it was a matter of fairly common</p> <p>11 knowledge. It was public pleading. I think</p> <p>12 things probably appeared in the legal press.</p> <p>13 Q. Do you know of any specific place in</p> <p>14 the legal press where your appointment in G-I</p> <p>15 appeared?</p> <p>16 A. In the legal press? I have no --</p> <p>17 there was something, I think there was something</p> <p>18 in the Wall Street Journal. I once got a call</p> <p>19 from, it was some paper in New York called the</p> <p>20 Daily Deal shortly after my appointment to G-I.</p> <p>21 Could be someone from the Daily Deal called me.</p> <p>22 To say whether it got in the paper or not, I</p> <p>23 don't know.</p> <p>24 Q. Did you yourself --</p> <p>25 MR. SCHEIER: Were you done answering?</p>	<p>26</p> <p>1 was known. I know Jack, excuse me, Judge Keefe</p> <p>2 was aware of it. I don't know whether or not</p> <p>3 Judge Dreier. I mean Judge Keefe, at some point,</p> <p>4 said something to me about something that was</p> <p>5 going on in G-I. And I don't recall what it was,</p> <p>6 but I know he was aware of it. There was not a</p> <p>7 formal announcement. I did not request it. But I</p> <p>8 was pretty sure that everybody that had, that it</p> <p>9 was common knowledge.</p> <p>10 Q. All right. You mentioned few minutes</p> <p>11 ago, Judge Hamlin, that you've known Judge Wolin</p> <p>12 for some time. Is that right?</p> <p>13 A. Yes.</p> <p>14 Q. When did you first meet him?</p> <p>15 A. He sat in an adjoining county from</p> <p>16 mine as a judge. And I probably met him at some</p> <p>17 judicial function when we were both Superior</p> <p>18 Court judges, but I have no specific recollection</p> <p>19 of it. I certainly had no intimate or regular</p> <p>20 contact with him.</p> <p>21 Q. Do you remember when you first met him</p> <p>22 personally?</p> <p>23 A. No, I don't.</p> <p>24 Q. Rough time frame?</p> <p>25 MR. SCHEIER: Don't feel like you need</p>
<p>27</p> <p>1 THE WITNESS: Yes.</p> <p>2 Q. Did you have, you yourself, ever read</p> <p>3 a story or a notification about your appointment</p> <p>4 in the G-I case in the legal press?</p> <p>5 A. I don't recall specifically by name. I</p> <p>6 do know the Wall Street Journal ran a couple of</p> <p>7 articles on G-I and that may have even had some</p> <p>8 currency.</p> <p>9 Q. Do you know if that article or</p> <p>10 articles in the Wall Street Journal mentioned you</p> <p>11 by name as a Futures rep?</p> <p>12 A. I don't recall whether they did or</p> <p>13 didn't. If they were with -- certainly weren't</p> <p>14 the focus of it.</p> <p>15 Q. Did Judge Wolin, to your knowledge,</p> <p>16 ever advise any of the parties in the five cases</p> <p>17 that you were serving as the Futures rep in the</p> <p>18 G-I Holdings case?</p> <p>19 A. I have no such recollection.</p> <p>20 Q. Did you, at any time, consider whether</p> <p>21 that was something that Judge Wolin ought to do?</p> <p>22 A. No, I didn't because I was --</p> <p>23 everybody kind of knew it. I don't know how to</p> <p>24 explain it. Did anybody say, boy you are? My</p> <p>25 relationship with Gross as local counsel in G-I</p>	<p>28</p> <p>1 to be specific. If you have a specific</p> <p>2 recollection.</p> <p>3 Q. I'm not looking for a guess. Would it</p> <p>4 have been in the 1980s?</p> <p>5 A. The answer is probably yes. We used to</p> <p>6 have a judicial conference every year in</p> <p>7 November, in which all the State court judges</p> <p>8 were required to attend. I probably ran into him</p> <p>9 sometime there. But other than to know there was</p> <p>10 a guy called Wolin who was a judge in Union</p> <p>11 County, who I may or may not have met during that</p> <p>12 period of time. I knew there was a Judge Wolin by</p> <p>13 the name, but that was about it.</p> <p>14 Q. Did there come some point before your</p> <p>15 appointment as adviser in the five cases where</p> <p>16 you got to know Judge Wolin better than that?</p> <p>17 A. Not really.</p> <p>18 Q. Okay. Had he ever appointed you to</p> <p>19 any official position prior to the appointment in</p> <p>20 the five cases?</p> <p>21 A. No.</p> <p>22 Q. Had you ever appointed him to any</p> <p>23 position? Have you ever, at any time, appointed</p> <p>24 him to any position?</p> <p>25 A. No.</p>
<p>29</p>	<p>1</p>

12 (Pages 42 to 45)

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<p>42</p> <p>1 as to discuss with some of their fellow judges</p> <p>2 their evaluations of their performance, and if</p> <p>3 possible, to actually sit in on some of their</p> <p>4 proceedings to determine their general fitness</p> <p>5 and appropriateness for reappointment, that's</p> <p>6 what I do.</p> <p>7 Q. Okay.</p> <p>8 MR. ORSECK: If we can go off the</p> <p>9 record.</p> <p>10 (Whereupon a brief recess was taken.)</p> <p>11 MR. ORSECK: Back on the record</p> <p>12 please.</p> <p>13 Q. Judge Hamlin, paragraph six on page</p> <p>14 two is headed, "Appointment in G-I Holdings, Inc.</p> <p>15 Bankruptcy case." Do you see that?</p> <p>16 A. Yes, I do.</p> <p>17 Q. It says, "On October 10, 2001, United</p> <p>18 States Bankruptcy Judge Rosemary Gambardella</p> <p>19 appointed me the legal representative of present</p> <p>20 and future holders of asbestos-related demands in</p> <p>21 the G-I Holdings, Inc. bankruptcy case pending in</p> <p>22 the U.S. Bankruptcy Court in New Jersey." Do you</p> <p>23 see that?</p> <p>24 A. Yes.</p> <p>25 Q. Is that statement true, to the best of</p>	<p>44</p> <p>1 MS. PARVER: Objection, asked and</p> <p>2 answered.</p> <p>3 A. Within the limits of the law, yes.</p> <p>4 Q. Paragraph seven says, "In December</p> <p>5 2001, I selected Kevin Irwin of the firm of</p> <p>6 Keating, Muething and Klekamp of Cincinnati, Ohio</p> <p>7 to be my principal bankruptcy counsel." Do you</p> <p>8 see that?</p> <p>9 A. I do.</p> <p>10 Q. Keating Muething is Mr. Scheier's firm</p> <p>11 as well?</p> <p>12 A. It is.</p> <p>13 Q. Your selection of Mr. Irwin's firm to</p> <p>14 represent you as futures rep in the G-I case was</p> <p>15 ultimately approved by the bankruptcy court,</p> <p>16 correct?</p> <p>17 A. It was.</p> <p>18 Q. As was your application to retain Mr.</p> <p>19 Gross as counsel to you in the G-I Holdings case,</p> <p>20 correct?</p> <p>21 A. It was.</p> <p>22 Q. I want to talk with you or ask you</p> <p>23 questions about your service as an adviser in the</p> <p>24 five cases.</p> <p>25 A. Can I put this away?</p>
<p>43</p> <p>1 your knowledge?</p> <p>2 A. I was going to be the Futures rep.</p> <p>3 Q. Okay. What is your understanding of</p> <p>4 your responsibilities as Futures rep in the G-I</p> <p>5 Holdings case?</p> <p>6 A. I had fiduciary duties of Futures rep</p> <p>7 to represent their instance to the best of my</p> <p>8 ability.</p> <p>9 Q. Does that fiduciary duty include</p> <p>10 seeking through your participation in the case to</p> <p>11 obtain the greatest potential recovery for the</p> <p>12 constituency that you represent?</p> <p>13 MR. BERNICK: Objection, leading.</p> <p>14 A. I think it first required that I</p> <p>15 examine the law and make sure all the assets that</p> <p>16 belong in the estate were properly in the estate</p> <p>17 in the first instance.</p> <p>18 And in the second instance, to make</p> <p>19 sure that the present claim holders didn't steel</p> <p>20 all the money off the table and leave the futures</p> <p>21 with very little.</p> <p>22 Q. Did you understand it to be part of</p> <p>23 your responsibility to attempt, to the best of</p> <p>24 your ability, to maximize the recovery for the</p> <p>25 future demand holders?</p>	<p>45</p> <p>1 Q. Put it aside for a moment. We're</p> <p>2 going to come back to it.</p> <p>3 A. All right. I'll leave it here then.</p> <p>4 (Exhibit Hamlin-4, Fee Application was</p> <p>5 marked for Identification.)</p> <p>6 (Exhibit Hamlin-5, Fee Application was</p> <p>7 marked for Identification.)</p> <p>8 (Exhibit Hamlin-6, Fee Application was</p> <p>9 marked for Identification.)</p> <p>10 MR. ORSECK: Hamlin Exhibits 4, 5, and</p> <p>11 6 are three notices of filing of fee</p> <p>12 applications.</p> <p>13 Hamlin-4 is the first fee application.</p> <p>14 Hamlin-5 is the second fee application. And</p> <p>15 Hamlin-6 is the third fee application.</p> <p>16 (Exhibit Hamlin-7, Affidavit of Judge</p> <p>17 Dreier was marked for Identification.)</p> <p>18 MR. ORSECK: I've marked as Hamlin</p> <p>19 Exhibit 7, the affidavit of Judge Dreier which</p> <p>20 was yesterday marked as Dreier Exhibit 3, but</p> <p>21 today it's Hamlin Exhibit 7.</p> <p>22 Q. Judge Hamlin, I want to first direct</p> <p>23 your attention to Hamlin-7 the affidavit. I</p> <p>24 think you have it in front of you. And on the</p> <p>25 third page, in particular, there's a little</p>

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<p>50</p> <p>1 Q. That's your second fee application,</p> <p>2 right?</p> <p>3 A. Uh-huh.</p> <p>4 Q. Second to last page, let's count down,</p> <p>5 one, two, three, four, five entries down there's</p> <p>6 a May 17, 2002 entry. Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Would you read that description?</p> <p>9 A. Meeting and conference at U.S.</p> <p>10 District Courthouse, Newark, New Jersey with J</p> <p>11 Wolin, D. Gross, Judge Keefe, Judge Dreier,</p> <p>12 Professor McGovern, three hours.</p> <p>13 Q. With respect to that meeting, do you</p> <p>14 recall any of those people coming late or leaving</p> <p>15 early?</p> <p>16 A. No, I do not have any recollection.</p> <p>17 Q. All right. Thank you, you can put</p> <p>18 that aside.</p> <p>19 I'm going to ask you to turn back</p> <p>20 please to Judge Dreier's affidavit which is</p> <p>21 Hamlin Exhibit 7. And back to that same page</p> <p>22 three, with the little Roman numeral I at the</p> <p>23 top, okay?</p> <p>24 A. Go ahead.</p> <p>25 Q. At the end of that first paragraph</p>	<p>52</p> <p>1 clearly that was a concern, how do we address the</p> <p>2 system in some kind of time or manner, yeah.</p> <p>3 Q. Was Judge Dreier correct with respect</p> <p>4 to you when he says, "We were all concerned about</p> <p>5 this subject." Were you, yourself, Judge Hamlin,</p> <p>6 concerned about this issue?</p> <p>7 A. Everybody who has been involved on the</p> <p>8 asbestos, on both sides, part of the issue that</p> <p>9 the debtors were frequently saying is that by</p> <p>10 virtue of claims of unimpaired or asymptomatics,</p> <p>11 they are essentially taken out of the same pot</p> <p>12 that severely injured people are and legitimately</p> <p>13 concerned, and everybody knows about it. We're</p> <p>14 not discovering a new world here.</p> <p>15 Q. Did you, you yourself, express any of</p> <p>16 those, any of the concerns you've just</p> <p>17 identified?</p> <p>18 A. I'm sorry?</p> <p>19 Q. Let me start again.</p> <p>20 A. Sure.</p> <p>21 Q. At any of the four meetings that we've</p> <p>22 identified, do you recall that you, yourself,</p> <p>23 expressed any views on the topic identified in</p> <p>24 Roman II?</p> <p>25 A. I do not have a specific recollection</p>
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<p>51</p> <p>1 Judge Dreier writes, that his records show the</p> <p>2 four meetings we've just identified to discuss</p> <p>3 the salient issues. Then it has a semicolon</p> <p>4 after that. Do you see that?</p> <p>5 A. I do.</p> <p>6 Q. Then he says: "First, we were all</p> <p>7 concerned as was Judge Wolin that the severely</p> <p>8 injured plaintiffs, i.e., those suffering from</p> <p>9 mesothelioma or asbestos-related cancers, severe</p> <p>10 asbestosis or the like could have their cases</p> <p>11 heard in a timely manner so that the victim</p> <p>12 themselves and not just their families might</p> <p>13 retrieve some benefit from the eventual verdicts</p> <p>14 or anticipated settlement." Do you see that?</p> <p>15 A. I do.</p> <p>16 Q. Do you recall the subject described in</p> <p>17 this paragraph that I've just read being</p> <p>18 discussed at one or more of the four meetings</p> <p>19 listed in the paragraph above?</p> <p>20 A. Yeah. We were always generally</p> <p>21 concerned with what was happening in asbestos</p> <p>22 litigation. Without getting into great detail,</p> <p>23 people with meso were dying without getting</p> <p>24 compensated. They weren't able to get into the</p> <p>25 courthouse to get their problems resolved. And</p>	<p>53</p> <p>1 of statements I may have made, but they certainly</p> <p>2 were consistent with issues that all of us have</p> <p>3 dealt with.</p> <p>4 Q. So you don't recall one way or the</p> <p>5 other whether you made statements on this topic?</p> <p>6 A. No, I don't.</p> <p>7 Q. Do you recall whether Mr. Gross made</p> <p>8 any statements at any of the four meetings on</p> <p>9 this topic?</p> <p>10 A. I do not recall any specific</p> <p>11 statements by any particular individual.</p> <p>12 Q. Okay. Would you read the next</p> <p>13 paragraph to yourself please, little Roman III</p> <p>14 that begins with "Second, we were concerned."</p> <p>15 I'm referring to Exhibit 7.</p> <p>16 A. Uh-huh. Okay. I've read it.</p> <p>17 Q. Do you recall whether or not the topic</p> <p>18 of how to divide presently unimpaired plaintiffs</p> <p>19 into classes -- strike that.</p> <p>20 Do you recall whether the subject of</p> <p>21 presently unimpaired plaintiffs and how to divide</p> <p>22 them into classes was a subject of discussion at</p> <p>23 any of the four meetings?</p> <p>24 MS. PARVER: Object to form.</p> <p>25 A. My recollection was that we discussed</p>
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1 -- we knew asymptomatics or unimpaired presented  
2 a very significant problem that had to be dealt  
3 with. My recollection is that we never got into  
4 the degree of detail that Judge Dreier seems to  
5 think we did. I don't recall ever discussing  
6 dividing into particular classes, either as a  
7 proposition or as a decision.

8 Q. Would you look at the next paragraph  
9 on Exhibit 7, which is page four. And it has  
10 little Roman IV, and that paragraph begins with  
11 the words "property damage claimants". Do you  
12 see that?

13 A. Right.

14 Q. Do you recall the subject of how to  
15 divide property damage claimants into classes  
16 being the subject of discussion at any of the  
17 four meetings?

18 A. Again, we knew that we had a deal, I  
19 say "we", any solution of the asbestos bankruptcy  
20 problem had to deal equitably with the property  
21 damage claimants. And we recognized that as a  
22 problem to be solved. I don't recall anyone  
23 saying that degree of detail that Judge Dreier  
24 seems to recall here.

25 Q. Do you recall that topic being

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1 MS. PARVER: Object to form. And  
2 Gary, just clarification, I think you misspoke  
3 when, in the question you said the four meetings  
4 you identified from your notes. And the witness  
5 identified four meetings from his time fee  
6 applications, which are Hamlin Exhibits 4 and 5.

7 MR. ORSECK: Thank you for the  
8 clarification.

9 A. I did not participate in any joint  
10 meeting with Mr. Wohlforth or all the other  
11 people.

12 Q. Do you recall any other meetings with  
13 the advisors and Judge Wolin that you attended,  
14 aside from the four meetings that are identified  
15 on page three of Judge Dreier's affidavit?

16 A. All of my activity is recorded in my  
17 time sheets. If it's not on my time sheet, it  
18 didn't happen.

19 Q. Okay. We talked about a meeting  
20 earlier today at which you said that there was  
21 some recognition of a myriad of problems with  
22 asbestos cases.

23 A. That was the first meeting.

24 Q. That was the January 7th meeting?

25 A. Well, it's not like you discussed it

55

1 generally discussed in any of the four meetings?

2 MR. SCHEIER: Just objection to form.  
3 Topic being just property damage claims in  
4 general?

5 Q. And the subject as identified in this  
6 affidavit of their division into classes?

7 A. No, I don't recall discussing division  
8 in the classes at all, other than recognizing it  
9 was a problem that was going to have to be dealt  
10 with in some equitable manner, if there was going  
11 to be any resolution.

12 Q. Did someone express the sentiment or  
13 the concern that you've just identified at one of  
14 the four meetings?

15 A. Yeah, we all recognized that it was an  
16 issue that had to be dealt with. If anybody was  
17 going to resolve the asbestos liability, you  
18 can't freeze them up. We're at the table.

19 Q. Having in mind the dates of these four  
20 meetings that you attended as reflected in your  
21 notes; January 7 and 18, February 27, and May 17  
22 of 2002, can you place on the calendar the  
23 initial meeting that you discussed earlier today  
24 at which you and the other advisors, I believe,  
25 met with Mr. Wohlforth?

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1 and blocked it off and never went back to it.

2 These are reoccurring issues we probably talked  
3 about them at all of the joint meetings.

4 Q. You said that among the problems that  
5 you had in mind when you used the phrase "myriad  
6 of problems" were problems with asymptomatics and  
7 unimpaired claimants. Is that right?

8 MR. SCHEIER: Objection to form.

9 A. That's a problem.

10 Q. All right. Can you try as best you can  
11 to recall what was said at any of the four  
12 meetings about that particular problem?

13 A. The best I can tell you is we  
14 recognized that there were radically different  
15 views in the asbestos bar. By the asbestos bar I  
16 mean both claimants and debtors, as to  
17 appropriateness or entitlement of unimpaired to  
18 receive any compensation, if so, how it would be,  
19 without delving into what any possible resolution  
20 or solution that would be recognized. Those were  
21 strongly held points of view on both sides which,  
22 obviously, was going to effect any resolution.

23 And yes, we're going to have to, if  
24 you're going to reach a resolution, you had to  
25 reach a consensual resolution which dealt with

23 (Pages 86 to 89)

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<p>86</p> <p>1 record would ultimately show.</p> <p>2 MR. ORSECK: Fine.</p> <p>3 Q. So did you commence service as the</p> <p>4 Futures rep in G-I sometime after October 10?</p> <p>5 A. After the appointment, yeah.</p> <p>6 Q. What did you do -- what was the next</p> <p>7 thing you did after you received the appointment</p> <p>8 in the G-I case?</p> <p>9 A. I think I gathered some background</p> <p>10 information and pleadings, and then I set about</p> <p>11 the wonderful safari of trying to find counsel.</p> <p>12 Q. Okay. And you ultimately retained Mr.</p> <p>13 Irwin and Mr. Gross both for that job, correct?</p> <p>14 A. I did.</p> <p>15 Q. Did you identify any particular</p> <p>16 substantive issues in the G-I Holdings case that</p> <p>17 were of particular interest to you in your</p> <p>18 capacity as the Futures rep?</p> <p>19 MS. PARVER: Could we have a time</p> <p>20 frame?</p> <p>21 MR. SCHEIER: Objection to form, time</p> <p>22 frame.</p> <p>23 MR. ATKINSON: During the review.</p> <p>24 Q. Let me backup. You hired counsel,</p> <p>25 correct?</p>	<p>88</p> <p>1 individual actions filed by Heyman against three</p> <p>2 well-known plaintiffs asbestos law firms alleging</p> <p>3 RECO violations which gave it sort of an</p> <p>4 interesting patina.</p> <p>5 Q. Did the resolution of the fraudulent</p> <p>6 conveyance issue have a bearing on the demand</p> <p>7 holders that you were representing?</p> <p>8 MR. SCHEIER: Object to form. If</p> <p>9 you're -- if implied in your question is that the</p> <p>10 further conveyance issue was revolved, tell me</p> <p>11 what more, what you're looking for.</p> <p>12 Q. Yes. Would the ultimate resolution of</p> <p>13 the fraudulent conveyance issue one way or</p> <p>14 another have a bearing on the class of demand</p> <p>15 holders that you represented in the G-I Holdings</p> <p>16 case?</p> <p>17 A. Well, to the extent that you're trying</p> <p>18 to maximize the resources that were available to</p> <p>19 go into any resolution, if the allegations were</p> <p>20 correct and approved, it would bring in almost a</p> <p>21 billion dollars into the estimate. If they</p> <p>22 weren't, that was going to be money not in the</p> <p>23 pot, and it's not an insignificant amount.</p> <p>24 Q. Forgive me if I'm paraphrasing in an</p> <p>25 inexact way, but I think you said something to</p>
<p>87</p> <p>1 A. After some period of time, yes.</p> <p>2 Q. All right. And some point after your</p> <p>3 appointment, I take it, you made some efforts to</p> <p>4 get up to speed on what was going on in the case,</p> <p>5 right?</p> <p>6 A. I did.</p> <p>7 Q. In the course of that process, did you</p> <p>8 identify any particular issues in the G-I</p> <p>9 Holdings case that you thought required your</p> <p>10 attention?</p> <p>11 A. Particular issues, no. I mean, all</p> <p>12 these standard issues that you see in asbestos</p> <p>13 litigation was there. If there was any flip it</p> <p>14 was that G-I had now gone private, had previously</p> <p>15 been GAF. And that I found out that there was a</p> <p>16 very intense and contentious position between the</p> <p>17 debtors and the claimants committee, which by</p> <p>18 itself is kind of to be expected. But there was a</p> <p>19 number of other issues that seemed to be, that</p> <p>20 there had been some previous application seeking</p> <p>21 to include a subsidiary BMCA into the bankruptcy</p> <p>22 action which Gambardella denied. That was a</p> <p>23 companion action alleging fraudulent conveyance</p> <p>24 pending in the Southern District of New York. And</p> <p>25 just for some added seasoning, there were</p>	<p>89</p> <p>1 the effect that in the G-I case, a number of the</p> <p>2 usual issues or typical issues that one would</p> <p>3 face in asbestos bankruptcy were present. Did I</p> <p>4 fairly characterized it?</p> <p>5 A. Yeah.</p> <p>6 Q. For the record, can you identify what</p> <p>7 those issues are?</p> <p>8 A. The impairs, the unimpaired's right to</p> <p>9 a jury trial, in a context of the bankruptcy</p> <p>10 proceeding to determine tort liability,</p> <p>11 applicability of state law, right to trial by</p> <p>12 jury in the context of a bankruptcy matter. I'm</p> <p>13 drawing a blank. There were others.</p> <p>14 Q. Was there a question in that case as</p> <p>15 to whether there ought to be a 706 panel of</p> <p>16 experts?</p> <p>17 A. No, I don't recall that being raised</p> <p>18 in the case.</p> <p>19 Q. Was there -- do you recall a question</p> <p>20 being raised in that case about whether and when</p> <p>21 a bar date should be set?</p> <p>22 MR. SCHEIER: I'll just interpose an</p> <p>23 objection that the question might be reaching</p> <p>24 into attorney/client privilege relations.</p> <p>25 And I would just caution you in that</p>

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1 regard. Just to exclude from your response any  
 2 information that you gleaned or was discussed  
 3 among you and your attorneys in this case.  
 4 Excluding that material, you can go ahead and  
 5 answer that question.  
 6 A. We're approaching that decision. There  
 7 is something before Judge Gambardella, in the  
 8 near future, whether or not a bar date could be  
 9 set. We're approaching that decision. That would  
 10 be followed -- I'm talking now about pleadings  
 11 that are already on file, regarding the -- we're  
 12 asking her to make some rulings as to whether or  
 13 not there should be a bar date whether or not,  
 14 how we're to pursue either estimation or form of  
 15 matrix liquidation which the debtors are  
 16 asserting.  
 17 Q. Is there also an issue in the G-I case  
 18 regarding -- is there an issue present in the G-I  
 19 case regarding the proof of claim form?  
 20 MR. SCHEIER: Objection to form.  
 21 A. I don't think it's been brought to a  
 22 head, but clearly that probably would become an  
 23 issue based upon the diverse position or the  
 24 present claimants and the debtor.  
 25 Q. All right. And is there an issue to

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1 Gambardella in the G-I case?  
 2 A. My arguments, Counsel, are on the  
 3 record and are self-explanatory.  
 4 Q. Did you, without telling me any of the  
 5 subject matter, did you, as a general matter,  
 6 review and authorize arguments to be made by your  
 7 counsel in the G-I case on behalf of the futures?  
 8 A. Yes -- no.  
 9 THE WITNESS: Did I jump too quick on  
 10 you, I'm sorry.  
 11 MR. SCHEIER: You did.  
 12 Q. Did your counsel, either Mr. Irwin or  
 13 Mr. Gross, ever take a position in the G-I case  
 14 on your behalf that was contrary to your  
 15 instructions?  
 16 A. Everything that has been argued on the  
 17 record on my behalf accurately sets forth my  
 18 position in the matter.  
 19 Q. Okay.  
 20 MR. ORSECK: Let's mark this as  
 21 Hamlin-16.  
 22 (Exhibit Hamlin-16, a Two-Page  
 23 Document was marked for Identification.)  
 24 THE WITNESS: Okay.  
 25 Q. We've marked as Exhibit 16, a two-page

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1 be resolved in the G-I Holdings case regarding  
 2 substantive consolidation?  
 3 MR. SCHEIER: Objection, form.  
 4 A. I'm not quite sure how to answer that.  
 5 There was the ongoing issue as to whether or not  
 6 BMCA should have been included in the estate, but  
 7 Gambardella denied that a long time ago.  
 8 Q. Okay. So that was an issue at one  
 9 point. Is that right?  
 10 A. Yeah, that was before my entry into  
 11 the case.  
 12 Q. In the course of carrying out your  
 13 responsibilities as Futures rep in G-I Holdings,  
 14 did you, through counsel, urge Judge Gambardella  
 15 to adopt certain positions that had been taken by  
 16 Judge Wolin in any of the five cases?  
 17 MR. SCHEIER: I'll object to form in  
 18 terms of what you mean by the position taken by  
 19 Judge Wolin.  
 20 MR. ORSECK: You're absolutely right  
 21 about that. Let me reask it.  
 22 Q. As Futures rep in the G-I Holdings  
 23 case, did you urge Judge Gambardella that any  
 24 rulings or orders by Judge Wolin were persuasive  
 25 precedent and ought to be followed by Judge

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1 document that's Bates stamped KM 429 to 430.  
 2 Judge Hamlin, could you please identify that  
 3 exhibit?  
 4 A. It apparently is a letter from Judge  
 5 Gross to Judge Bassler arguing a particular  
 6 position.  
 7 MR. SCHEIER: You mean David Gross.  
 8 THE WITNESS: Yeah. What did I say?  
 9 MR. SCHEIER: Judge.  
 10 THE WITNESS: David couldn't afford to  
 11 be a judge.  
 12 I'm sorry. Go ahead.  
 13 Q. Judge Hamlin, based on the reply on  
 14 the first page in the second entry that says,  
 15 "Legal rep in G-I Holdings." Am I correct in  
 16 understanding that Mr. Gross was writing this  
 17 letter in his capacity as your counsel as Futures  
 18 rep in G-I?  
 19 MR. SCHEIER: Objection to form.  
 20 A. I so understand it.  
 21 Q. Thank you. In connection with your  
 22 role as the Futures rep in G-I, did you attend  
 23 one or more meetings of futures representatives  
 24 in other asbestos bankruptcies?  
 25 A. Yeah, there were a series of meetings

26 (Pages 98 to 101)

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1 circumstances what you're dealing with work  
2 product objection, for that matter, when you're  
3 dealing with the scope of the court's rulings,  
4 you would have to establish even if the line of  
5 --even if the question you were asking were a  
6 relevant question, there's other ways to obtain  
7 the same information. And you, by no means,  
8 exhausted alternative ways of obtaining the same  
9 information.

10 MR. ORSECK: I'm sure Mr. Scheier will  
11 take that under advisement.

12 MR. BERNICK: Also relevant question  
13 from the -- with complying with the court's  
14 order.

15 Q. My question several questions ago was,  
16 did you attend one or more Futures rep meetings?

17 A. The answer to that is yes.

18 Q. All right. What was the purpose of  
19 those meetings?

20 A. The purpose of those meetings were  
21 primarily to consider the effect of the proposed  
22 legislation, whether or not futures reps as a  
23 body would oppose or support legislative  
24 proposal. And thirdly, whether or not the terms  
25 of the proposal itself, the nitty-gritty

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1 express to the other Futures reps or any other  
2 Futures rep your view as to whether the proposed  
3 legislation favored or disfavored the contingency  
4 that you represented?

5 A. That's the same question we were at  
6 before, but I'll give you -- I'm going to give  
7 you an answer that's a matter of public record  
8 which was no privilege. Eric Green was -

9 MS. PARVER: No, no, excuse me.

10 A. Okay.

11 MS. PARVER: There's a very specific  
12 ruling, Judge, so I'd like to have everyone abide  
13 by it. Which is, he, the judge, can talk about  
14 whether, if he expressed. And I would object, by  
15 the way, on your leading question there Gary, but  
16 the proponents are allowed to -- allowed to ask  
17 you if you expressed views at these meetings  
18 about the legislation, and if so, what did you  
19 say.

20 MR. ORSECK: I thought that was the  
21 question.

22 MS. PARVER: No I think the question  
23 is quite a bit different.

24 MR. BERNICK: I thought that was the  
25 question. And I thought that, frankly, it was a

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1 specifics would be able to deal competently with  
2 the problem.

3 Q. Can you recall the names of any other  
4 futures reps besides yourself who attended one or  
5 more of the meetings that you just described?

6 A. Aserman, McGonagle, Fitzpatrick, Eric  
7 Green, the Futures rep club is a fairly -- I'm an  
8 outsider to the Futures rep club. But it's -- you  
9 see the same names pretty regularly. They're all  
10 a matter of record.

11 Q. Are you aware that Mr. McGonagle was  
12 serving as Futures rep in the Owens Corning case?

13 A. I think I was.

14 Q. You were aware at the time of the  
15 meetings you attended with him?

16 A. I knew he was a Futures rep. I  
17 thought it was -- it was Owens, it could be.

18 Q. At any of those meetings?

19 MR. SCHEIER: I'll just ask you don't  
20 guess, if you don't know the answer.

21 A. I don't know specifically.

22 MR. SCHEIER: Feel free to let me know  
23 that you don't recall.

24 A. I know he was a Futures rep.

25 Q. At any one of those meetings, did you

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1 way for counsel to explore the other question as  
2 well, because if you did express your beliefs we  
3 now know what your beliefs were. My concern is,  
4 at least from my client's point of view, is there  
5 is no preclusion. We're not imposing any  
6 restriction on Judge Hamlin's ability to talk  
7 about the view that he expressed. In other  
8 words, the witness began to talk about public  
9 statements. And at least from my client's point  
10 of view, there's no reason why the answer should  
11 be limited to public statements. Judge Wolin did  
12 not limit his ruling to publish statements.

13 MS. PARVER: Then the witness -- then  
14 my objection was that his statement was not being  
15 responsive.

16 MR. BERNICK: Right. I hear you. I  
17 don't think that Judge Hamlin understood that  
18 point.

19 THE WITNESS: Okay.

20 MR. SCHEIER: Let's hear the question.

21 MR. ORSECK: Could you find my  
22 question? Let me do it question by question.

23 A. Sure.

24 Q. At any of the meetings where you and  
25 other futures representatives were present, did

30 (Pages 114 to 117)

C. Judson Hamlin - direct

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1 JUDGE WOLIN: I'm just walking. Just  
2 keeping tabs on what's going on.  
3 MR. ORSECK: Back on the record.  
4 Q. Let me ask my question again. What  
5 were the common issues and alternatives that were  
6 addressed at the August 2 meeting?  
7 A. I do not have a specific recollection  
8 other than to talk about the general issues that  
9 we've already raised having to deal with what was  
10 happening in 1125 and those kinds of issues, that  
11 was it.  
12 Q. Were there common issues, that is to  
13 say, issues common to the futures reps that were  
14 discussed at this or other Futures rep meetings  
15 that you attended other than the subject of  
16 pending legislation?  
17 MR. SCHEIER: Objection to form.  
18 A. Not that I have any specific  
19 recollection of.  
20 Q. Were there, for example, discussions  
21 of estimation procedures, or setting of a bar  
22 date that is to say issues other than legislation  
23 that you recall being discussed at any of these  
24 meetings?  
25 MS. PARVER: Object to form.

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1 along in this document.  
2 A. March what?  
3 Q. March 25, 2003.  
4 A. Okay.  
5 Q. It is page three of a an April 3rd,  
6 2003 bill.  
7 A. Got it.  
8 Q. On page three, one, two, three, four,  
9 five, the fifth entry says: "Meeting in NYC with  
10 all other futures reps. Re: Status of TDPs and  
11 ongoing discussions with various ACCs." Do you  
12 see that?  
13 A. I do.  
14 Q. Can you tell me what the references  
15 here is to the status of TDPs?  
16 A. The other futures reps gave us an  
17 update where they were you, how close they were  
18 to resolution.  
19 Q. When you say "resolution", can you  
20 help me with what you mean?  
21 A. Yeah. Trying to afford a plan that  
22 they thought they could submit for confirmation.  
23 Q. All right. Do you recall speaking to  
24 that issue?  
25 A. No, I was particularly silent. We

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1 A. Not that I have any specific  
2 recollection, no.  
3 Q. In your recollection it was  
4 discussions were limited to the subject of the  
5 pending legislation?  
6 MS. PARVER: Objection,  
7 mischaracterizes testimony.  
8 A. The answer is, sometimes they would go  
9 around the table to indicate how far along  
10 different cases were, how close they were to  
11 resolution or not resolution, which frankly was  
12 of little interest to me in G-I, we weren't even  
13 out of the starting blocks.  
14 Q. I'm intending this to be a yes or no  
15 question.  
16 A. Okay.  
17 Q. Do you recall Mr. McGonagle addressing  
18 the group of futures reps at any of these future  
19 reps meetings?  
20 A. I'm sure I may have spoken. I have no  
21 recollection, specific recollection, of what he  
22 would have said or when.  
23 Q. Okay. Judge Hamlin, I'd like to  
24 direct your attention to a March 25, 2003 entry  
25 in your time sheets that is substantially further

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1 were nowheres near that situation.  
2 Q. Okay. Then it says that there were  
3 ongoing discussions with various ACCs. Do you  
4 see that?  
5 A. I do.  
6 Q. What is an ACC?  
7 A. The asbestos claimants committee is  
8 the present claimants.  
9 Q. What discussions do you recall in that  
10 regard?  
11 A. The futures reps were probably,  
12 although I don't have specific recommendation as  
13 to what each one of them said, were discussing  
14 the nitty-gritty, elbowing, kneeling and gouging  
15 when you get into close to TDP, how much elbowing  
16 kneeling and gouging that goes on between futures  
17 reps and present claimants committee to make sure  
18 that they leave some food on the table for us.  
19 Q. Did different futures reps relate to  
20 the group how that process was going in their  
21 particular cases?  
22 A. I'm sure they did.  
23 Q. Okay. And I take it you did not?  
24 A. No, I did not because we weren't at  
25 that part of the proceeding.

32 (Pages 122 to 125)

C. Judson Hamlin - direct

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1 Q. And the phrase and possible effect on  
2 G-I, that's in there, did you mean by that to  
3 indicate that this issue had some possible effect  
4 on G-I?

5 A. Oh, sure. I mean if 1125 went  
6 through, that was going to -- we were going to  
7 have to decide what we were going to do, if  
8 anything. We just fold? Would we join other  
9 people opposing the legislation? What would we  
10 do.

11 Q. Okay. Resolution of TDP?

12 MR. SCHEIER: For fear that you're  
13 going to berate me for testifying, this is at the  
14 end of the day in context of a bill that's being  
15 submitted to the United States Trustees office to  
16 opposing parties in the G-I bankruptcy court. So  
17 many references to G-I are there, so that it  
18 obviously tethers what Mr. Hamlin was doing to  
19 the case, and to the people who he's billing his  
20 time to.

21 MR. ORSECK: Okay.

22 Q. There's an entry -- there's a phrase  
23 in the 8/27 entry, Judge Hamlin, that says:  
24 "Resolution of TDP in other pending asbestos  
25 bankruptcies." Do you see that?

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1 to it, trying to keep an ear out on what was  
2 going on in the other cases would give me some  
3 idea of what flexibility we might or might not  
4 have going down the road. That's what I meant by  
5 it.

6 Q. Okay. There is one more I'd like to  
7 ask you about. It's the May 12, '03 entry that  
8 appears.

9 MR. SHAFFER: 17, Application of C. J.  
10 Hamlin, date?

11 Q. May 12, '03 entry. It's the third  
12 page of the application in Exhibit 17.

13 A. Okay.

14 Q. Do you see that entry for May 12?

15 A. One that says telephone conference?

16 Q. Right.

17 A. Yeah.

18 Q. Do you recall this telephone  
19 conference?

20 A. All I know, I think this is the one  
21 that was in Washington. I couldn't attend. I  
22 participated by phone for an hour-and-a-half. I  
23 got off before the meeting was over because I had  
24 some personal business that I had to attend to. I  
25 did not speak at that meeting over the telephone.

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1 A. Yup.

2 Q. It's in the same entry on the last  
3 page?

4 MR. SCHEIER: Okay. I'm sorry.

5 Q. My question is, do you recall yourself  
6 or anybody else in particular discussing  
7 resolution of TDP in their particular asbestos  
8 bankruptcy?

9 A. Yeah. I think generally some of the  
10 people who were there, who thought they were  
11 close to resolution talked about what some of the  
12 terms they thought they were negotiating. I  
13 don't remember what those terms were  
14 specifically. My interest was that once, since  
15 just as you have a lot of the same law firms  
16 representing multiple debtors, so to do you have  
17 many of the same claimants' counsel appearing in  
18 different cases, and some cases multiple futures  
19 reps. It doesn't take a scientist to figure out  
20 that if a particular formula started getting  
21 agreed upon in two or three other cases you could  
22 pretty much guess that the present claimants in  
23 another case would probably stand fast on those  
24 kind of terms when you got the negotiating of  
25 TDP. So to the extent, although we weren't close

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1 Q. Okay. It indicates here that matters  
2 regarding settlement structures were among the  
3 topics discussed. Is that correct?

4 A. Yes.

5 Q. What do you recall concerning that  
6 subject that was discussed?

7 A. Nothing with particularity.

8 Q. What then do you refer to by the  
9 phrase "possible settlement structures"?

10 A. The other futures reps were talking  
11 about the progress of resolving their claims and  
12 submitting a plan for confirmation which I don't  
13 remember who spoke. I don't remember the  
14 specifics of what they suggested.

15 (Exhibit Hamlin-18, a Two-Page  
16 Document was marked for Identification.)

17 Q. Judge Hamlin, I've marked as Exhibit  
18 18 a two-page document Bates stamped HA107 and  
19 108. Do you have that in front of you?

20 A. I do.

21 Q. Can you identify that document?

22 A. That's my handwriting. I took some  
23 notes at the A2 meeting.

24 Q. It says: "G-I notes" in the upper  
25 right-hand corner. Is that right?

43 (Pages 166 to 169)

C. Judson Hamlin - cross

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1 privilege has plainly been waived and I would  
 2 prefer not to take the matter up now with Judge  
 3 Wolin, as long as others at the deposition are  
 4 willing not to mention or address the substance  
 5 of the document, according to Mr. Scheier's  
 6 instruction. I'd like to just continue with the  
 7 deposition would be my proposal.  
 8 MR. BERNICK: To have the deposition  
 9 continue with another examination.  
 10 MR. SCHEIER: Let's go.  
 11 CROSS EXAMINATION BY MR. ST. JEANOS:  
 12 Q. We met before off the record. I'm  
 13 going to do my best not to repeat things that  
 14 were discussed previously. I'll do my best not to  
 15 repeat. I'll try to get some more information  
 16 regarding things you testified about and maybe a  
 17 few or a couple new areas.  
 18 Am I correct Mr. Scheier represents  
 19 you here today?  
 20 A. Yes, he does.  
 21 Q. Represents you in the capacity as a  
 22 Futures representative in G-I?  
 23 A. Correct.  
 24 Q. Does he represent you in any other  
 25 capacity?

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1 A. No.  
 2 Q. Does Mr. Irwin from his firm represent  
 3 you in any other capacity?  
 4 A. No.  
 5 Q. Has Mr. Gross ever represented you in  
 6 any other capacity other than Futures  
 7 representatives?  
 8 A. No.  
 9 Q. Have you consulted or obtained any  
 10 counsel in connection with your role as an  
 11 adviser in the five asbestos cases?  
 12 A. No.  
 13 Q. Before you submitted your affidavit in  
 14 this case, other than counsel, did anybody review  
 15 it?  
 16 A. No.  
 17 Q. Did you discuss the contents of the  
 18 affidavit with anybody other than counsel?  
 19 A. No.  
 20 Q. I'd like to go back when you were  
 21 appointed in G-I as Futures representative. Am I  
 22 correct at the time you were appointed, you had  
 23 not yet been retained as an adviser in the five  
 24 cases?  
 25 A. That is correct.

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1 Q. Okay. Had you discussed with Judge  
 2 Wolin yet, at that point, the possible retention?  
 3 A. Not at all.  
 4 MS. PARVER: Objection, asked and  
 5 answered.  
 6 A. Not at all.  
 7 Q. So am I correct the disclosures you  
 8 made prior to becoming a Futures rep in G-I did  
 9 not include any disclosures relating to your  
 10 future role as an adviser in these five cases?  
 11 A. That's correct.  
 12 Q. Once you became an adviser in these  
 13 cases, did you make any further disclosure in G-I  
 14 about that role?  
 15 A. Did I make an affirmative independent  
 16 disclosure? Where?  
 17 Q. In the G-I case?  
 18 A. No.  
 19 Q. You didn't file any supplemental  
 20 affidavit?  
 21 A. No, it was common knowledge.  
 22 MR. SCHEIER: I'll object. Lack of  
 23 foundation.  
 24 A. It was common knowledge and within,  
 25 certainly, everybody in the asbestos community in

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1 this area knew that.  
 2 Q. And was the reason you didn't file or  
 3 make any sort of formal disclosure because you  
 4 believed it was common knowledge?  
 5 A. Yeah.  
 6 Q. Now --  
 7 A. Matter of public record.  
 8 Q. If it was not a matter of common  
 9 knowledge or public record, do you believe it was  
 10 something that should have been disclosed?  
 11 MS. PARVER: Objection.  
 12 MR. BERNICK: Which case?  
 13 A. The answer is no.  
 14 Q. Let me make sure what's on the record  
 15 is clear. If it was not the case that it was  
 16 common knowledge that you were now serving as an  
 17 adviser in the five asbestos cases, is that  
 18 something you would have disclosed in G-I?  
 19 MR. SCHEIER: Objection to form.  
 20 A. I'm not quite sure I understand your  
 21 question.  
 22 Q. Well, you testified that you believed  
 23 there was knowledge, public knowledge when you  
 24 where appointed an adviser in these five cases,  
 25 correct?

44 (Pages 170 to 173)

C. Judson Hamlin - cross

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1 A. Yes.  
 2 Q. Had that not be been public knowledge,  
 3 would you want to disclose that in G-I?  
 4 MR. SCHEIER: Objection to form.  
 5 A. I'm not -- you're asking me a  
 6 hypothetical. I'm not quite sure I know how to  
 7 answer it.  
 8 Q. Why didn't you disclose in any formal  
 9 manner the fact that you had been appointed  
 10 adviser in these five cases in the G-I case?  
 11 MR. SCHEIER: Objection to form. That  
 12 it lacks a foundation, if there's any obligation  
 13 or final in G-I.  
 14 A. Answer is I saw no particular reason  
 15 to do so.  
 16 Q. Why is that?  
 17 A. I'm not quite sure I understand your  
 18 question.  
 19 Q. Was the reason you saw no particular  
 20 reason to do so because you thought it was common  
 21 knowledge?  
 22 A. I said even if it wasn't "common  
 23 knowledge", you know, these cases, one thing took  
 24 place on the fourth floor, the other took place  
 25 on the second floor in the same building, within

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1 gone into by Mr. Orseck on his examination this  
 2 morning, and they're almost verbatim questions.  
 3 MR. SCHEIER: I'll go one better. I  
 4 think that's verbatim repetitive of what the  
 5 morning examination was.  
 6 MR. ST. JEANOS: I don't remember that  
 7 verbatim question being asked. I apologize if I  
 8 did. I'll move on quickly with them. But just  
 9 let me get through it. It's been a long day and I  
 10 took a lot of notes. I'll get through them  
 11 quick.  
 12 Q. In your role as fiduciary, do you have  
 13 to advocate positions on behalf of the new  
 14 futures representatives that is taken by other  
 15 parties in the G-I case?  
 16 MS. PARVER: Objection to form. And  
 17 objection, lacks foundation. I think you  
 18 misspoke, Chris.  
 19 A. I advocate their position consistent  
 20 with the law.  
 21 Q. Do you have in front of you the  
 22 exhibit, I think it's 17. Take it out. It's the  
 23 collection of bills relating to G-I.  
 24 A. I got 17. What are we looking at here?  
 25 Q. It's going to be a little hard to page

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1 the same community of lawyers. If you look at  
 2 the distribution list of people who got served  
 3 with copies of all of this stuff, nobody was  
 4 hiding this under a bushel basket.  
 5 Q. Is that the reason why you believed it  
 6 wasn't necessary to disclose it?  
 7 A. I don't think I had.  
 8 MS. PARVER: Objection, lacks  
 9 foundation.  
 10 MR. SCHEIER: This is the fourth or  
 11 fifth time you asked him the same question,  
 12 Chris. I ask you to move on.  
 13 MR. ST. JEANOS: He hasn't given me the  
 14 reason for explaining that it was common  
 15 knowledge.  
 16 A. I didn't have a conscious knowledge to  
 17 form a reason.  
 18 Q. Okay. What do you understand your  
 19 role in G-I to be?  
 20 A. To be a fiduciary to the future  
 21 claimants.  
 22 Q. Future asbestos claimants?  
 23 A. Is there another kind of claim in this  
 24 case?  
 25 MS. PARVER: I object because this was

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1 through the pages.  
 2 First, let me ask you a general  
 3 question. You testified before that in 2003 at  
 4 least you were involved in a number of meetings  
 5 in your capacity as Futures rep in G-I with  
 6 Futures representatives from other cases?  
 7 A. Yes.  
 8 Q. I think you testified that the primary  
 9 purpose of those meetings was to discuss pending  
 10 legislation?  
 11 A. Yes.  
 12 Q. I'm correct, sir, additional topics  
 13 were discussed at each of those meetings?  
 14 A. Yes.  
 15 Q. And there was also meetings you  
 16 attended in 2002 as a Futures rep with other  
 17 future reps?  
 18 A. If it's reflected in the billings, I  
 19 did. If it's not reflected in billings, I did  
 20 not.  
 21 Q. Were you aware in any of those  
 22 meetings that future reps from the five asbestos  
 23 cases?  
 24 A. Yeah.  
 25 Q. Okay. Why? What was your

45 (Pages 174 to 177)

C. Judson Hamlin - cross

<p style="text-align: right;">174</p> <p>1 understanding as to why you as Futures rep in G-I</p> <p>2 were meeting with Futures reps in the five cases?</p> <p>3 A. I, apparently, Eric Green who was</p> <p>4 chairing the group extended an invitation to all</p> <p>5 the future reps.</p> <p>6 Q. Why did you decide to attend?</p> <p>7 A. Because I was a Futures rep.</p> <p>8 MS. PARVER: May I have the answer to</p> <p>9 the question, not the last answer, but the answer</p> <p>10 right before.</p> <p>11 Q. Other than being invited, was there</p> <p>12 any other reason you attended?</p> <p>13 A. No.</p> <p>14 Q. Did you hope to get any information</p> <p>15 from those meetings?</p> <p>16 A. The more you know the better off you</p> <p>17 always are.</p> <p>18 Q. Did you believe that information could</p> <p>19 be gained from futures reps from the five cases</p> <p>20 was relevant to your role as Futures rep in G-I?</p> <p>21 MS. PARVER: Objection.</p> <p>22 MR. BERNICK: You're leading the</p> <p>23 witness. You've not established he's a hostile</p> <p>24 witness. I think it's impermissible.</p> <p>25 MS. PARVER: Also mischaracterizes the</p>	<p style="text-align: right;">176</p> <p>1 answered this morning.</p> <p>2 A. Yeah. I previously indicated that in</p> <p>3 some of those meetings there were updates on</p> <p>4 their TDP or negotiations or whether or not they</p> <p>5 were coming close to reaching some conclusion.</p> <p>6 Q. You did. And I'd like to know if any</p> <p>7 of those comments were from specifically any</p> <p>8 Futures representatives in the five cases?</p> <p>9 A. Yeah, I'm sure there was.</p> <p>10 MS. PARVER: Objection. Move to</p> <p>11 strike as speculation.</p> <p>12 MR. SCHEIER: I'll ask you again to</p> <p>13 listen to the question. Answer it based on your</p> <p>14 personal knowledge. If you don't recall or don't</p> <p>15 remember, that's a perfectly acceptable answer.</p> <p>16 A. I don't recall.</p> <p>17 Q. If you look at it's probably 15 pages</p> <p>18 from the back of Exhibit 17, it's Purcell Ries</p> <p>19 time sheet in G-I Holdings. The first time entry</p> <p>20 is for August 1st, '02.</p> <p>21 A. August 1st, '02.</p> <p>22 Q. Yes?</p> <p>23 A. Okay.</p> <p>24 Q. Do you have it?</p> <p>25 A. Yeah.</p>
<p style="text-align: right;">175</p> <p>1 prior testimony as to a variety of Futures reps</p> <p>2 who attended those meetings.</p> <p>3 MR. DOBSON: I'll join in with Mr.</p> <p>4 Bernick. He hasn't established he's a hostile</p> <p>5 witness.</p> <p>6 A. The answer is I did not form any</p> <p>7 conscious thought of any particular purpose other</p> <p>8 than to gather as much information as I could and</p> <p>9 I certainly had no motive by which to, by</p> <p>10 subterfuge or otherwise, update any advantage, if</p> <p>11 that's your innuendo.</p> <p>12 Q. There's no innuendo in the question.</p> <p>13 If there was, I apologize.</p> <p>14 A. Counsel, I've practiced law for 40</p> <p>15 years. I used to be a cross examiner. Let's</p> <p>16 proceed.</p> <p>17 Q. This one you're the witness. I was</p> <p>18 not trying to put anything in, any innuendo.</p> <p>19 A. Very good.</p> <p>20 Q. Do you recall any of those future</p> <p>21 representatives meetings you attended anything</p> <p>22 said by any futures representatives in any one of</p> <p>23 the five cases other than relating to</p> <p>24 legislation?</p> <p>25 MS. PARVER: Objection, asked and</p>	<p style="text-align: right;">177</p> <p>1 Q. Well, the fourth entry down for August</p> <p>2 2, '02 which discusses a meeting of Paul Weiss</p> <p>3 among Futures representative?</p> <p>4 A. Yes.</p> <p>5 Q. Of five other Chapter 11 asbestosis</p> <p>6 bankruptcies?</p> <p>7 A. Asbestos.</p> <p>8 Q. Who are you referring to there? What</p> <p>9 cases?</p> <p>10 A. I don't now recall.</p> <p>11 Q. Was it the five cases that we're here</p> <p>12 about day? What's defined as the five asbestos</p> <p>13 cases?</p> <p>14 MR. SCHEIER: Objection. He said he</p> <p>15 doesn't recall.</p> <p>16 A. I don't recall.</p> <p>17 Q. You testified, I think, that the</p> <p>18 common issues that were referenced here were the</p> <p>19 same common issues you've testified to today</p> <p>20 about asbestos litigation?</p> <p>21 A. Yes.</p> <p>22 Q. Were there any common issues discussed</p> <p>23 that related specifically to asbestos driven</p> <p>24 bankruptcies?</p> <p>25 A. That's what all of these pieces of</p>

46 (Pages 178 to 181)

C. Judson Hamlin - cross

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1 litigation were.  
 2 Q. Understood. But when you testified  
 3 previously the common issues you discussed were  
 4 issues I think common to asbestos litigation  
 5 generally?  
 6 A. But they obviously arose in the  
 7 context of the bankruptcy, which we were all  
 8 involved.  
 9 Q. Okay. So the common issues as you  
 10 recall it that were discussed at that meeting  
 11 related to common issues in asbestos  
 12 bankruptcies?  
 13 MR. SCHEIER: Object, mischaracterizes  
 14 the testimony. What you're doing is mixing up  
 15 testimony that he gave earlier in the morning  
 16 about initial meetings with the advisors. And  
 17 now you're transposing that on the use of the  
 18 term common issues here, to which Mr. Hamlin  
 19 testified later in the afternoon about something  
 20 else. My understanding, by the way among the  
 21 movements was you guys were going to get together  
 22 decide who's going to cross examine the witness,  
 23 what topics. Mr. Hamlin's got a personal matter,  
 24 a personal issue today. Just in general he  
 25 prefers to not spend his time here. To now be

180

1 issues and alternatives?  
 2 A. Yes.  
 3 Q. What alternatives were discussed?  
 4 MR. SCHEIER: Objection, asked and  
 5 answered.  
 6 A. I don't recall.  
 7 Q. You testified earlier to have an  
 8 initial meeting with Judge Wolin and the other  
 9 advisers at which common issues relating to  
 10 asbestos were discussed. Do you recall that?  
 11 A. Yes.  
 12 Q. At least I understood your testimony  
 13 to be they were discussed in a general way just  
 14 to bring them up as issues without any particular  
 15 resolutions being discussed to those issues. Is  
 16 that correct?  
 17 A. That is correct.  
 18 Q. In the meeting that you had with the  
 19 futures reps, that you can recall, were  
 20 resolutions to the common asbestos issues  
 21 discussed?  
 22 A. Not really.  
 23 Q. Were the comments that you recall  
 24 relating to the common asbestos issues given in  
 25 the context of what future representatives hoped

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1 asking the same questions on the same matters, I  
 2 find to be an abuse of process.  
 3 MR. ST. JEANOS: I don't think I'm  
 4 asking the same questions.  
 5 MR. SCHEIER: Same exact questions he  
 6 answered. Now you're mischaracterizing his  
 7 testimony as far as what that particular term  
 8 meant.  
 9 MR. ST. JEANOS: I'll certainly take  
 10 your comments to heart. I'll do my best. I  
 11 disagree with you. I've been sitting here all day  
 12 too. I disagree.  
 13 Q. Just so I understand. I didn't think  
 14 there was a difference. Can you tell me what  
 15 common issues were discussed?  
 16 MR. SCHEIER: Objection.  
 17 Q. Are the common issues referred to on  
 18 the 8/2/03 entry the same common asbestos  
 19 litigation issues you testified about earlier  
 20 today?  
 21 A. Without a specific recollection, yes.  
 22 Q. Did those common issues relate to  
 23 bankruptcy asbestos-related issues?  
 24 A. I answered that before. Yes, they do.  
 25 Q. You see there it also says common

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1 to achieve for the constituents?  
 2 A. No.  
 3 Q. So again it was just a general  
 4 discussion of the issues?  
 5 A. Yes.  
 6 Q. At any of those meetings with the  
 7 futures representatives, were there discussions  
 8 about how to achieve a more positive result for  
 9 the constituents you represented?  
 10 A. No.  
 11 Q. At any of the meetings you had with  
 12 the management or the advisory committee and the  
 13 judge, did you ever discuss the content of any of  
 14 the meetings that you had with other futures  
 15 representatives?  
 16 A. No.  
 17 Q. And by the way, I've seen different  
 18 references in the materials we've received to the  
 19 A Team, the management committee and the  
 20 advisers. Is that, to your understanding, all  
 21 the same thing or do you have an understanding?  
 22 MR. SCHEIER: References in Mr.  
 23 Hamlin's documents?  
 24 MR. St. JEANOS: I don't know if its  
 25 his documents or not.

47 (Pages 182 to 185)

C. Judson Hamlin - cross

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1 A. All I know is I was one of the group  
2 that would assist Judge Wolin trying to figure  
3 out some workable solution to a fairly unworkable  
4 problem.  
5 Q. Did you ever hear that group referred  
6 to as the management committee?  
7 A. Have I heard of it? Yeah, I supposed  
8 so.  
9 Q. Have you ever heard of that group  
10 referred to as the A team?  
11 A. That one I didn't hear. I certainly  
12 wasn't going to be Mr. T, was I?  
13 Q. When you testified, when you were  
14 first approached by -- when Judge Wolin first  
15 told you about possibly becoming an adviser in  
16 this case?  
17 A. Yes.  
18 Q. You told him about your role as  
19 futures representative in G-I, correct?  
20 A. I asked him if G-I was one of the  
21 cases that was involved.  
22 Q. And I think you testified that if it  
23 was you didn't feel you could serve as an  
24 adviser?  
25 A. In the five cases? I'm sorry? If G-I

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1 general way, was because you couldn't advocate in  
2 G-I advice to Judge Wolin if he was presiding  
3 over that case?  
4 A. That's correct.  
5 Q. Could you tell me why you believe  
6 that's the case?  
7 A. There had been a potentiality for, on  
8 one hand, being his adviser on issues that I  
9 would otherwise be dealing with as a fiduciary.  
10 Q. You're a fiduciary to the asbestos  
11 claims, future asbestos claims?  
12 A. Correct.  
13 Q. You mentioned that. Are you still an  
14 adviser today to Judge Wolin, although you  
15 haven't billed anything?  
16 A. No formal termination. I have had no  
17 assignments. He's not asking me for any  
18 assistance. I haven't done anything with him  
19 since March, April.  
20 Q. No informal terminations to your  
21 knowledge either?  
22 A. No.  
23 Q. You were aware, sir, that you were  
24 proposed as futures representatives in the Grace  
25 case?

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1 was in the case, I did not think I could be there  
2 or should be there.  
3 Q. Could you explain to me why that is  
4 sir?  
5 MS. PARVER: Objection, asked and  
6 answered.  
7 MR. SCHEIER: Again, that specific  
8 question was asked this morning by Mr. Orseck  
9 that took the examination. I'm not trying to  
10 impede you, necessarily, but I thought you were  
11 supposed to coordinate the topics you're cross  
12 examining someone on. To be Frank, what you're  
13 doing is a transparent cross examination  
14 technique in an effort to possibly trip up the  
15 witness. And I don't appreciate it.  
16 MR. ST. JEANOS: If it's transparent  
17 to you, but not to me.  
18 MR. SCHEIER: Try not to repeat the  
19 same subject matters.  
20 MR. ST. JEANOS: I'm trying to get him  
21 back to a point where he testified so I could  
22 follow-up on something I didn't understand that's  
23 all I'm trying to do.  
24 THE WITNESS: Could we move on.  
25 Q. I think the reason you gave, in a

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1 A. I am?  
2 Q. Did the same potential conflict that  
3 you were concerned with, with respect to your  
4 appointment as adviser in your role in G-I,  
5 concern you when you were posed as a Futures  
6 representative in Grace?  
7 A. I think clearly if I was to be a  
8 Futures rep in Grace, I would have to -- haven't  
9 already been formally terminated, I would have to  
10 formally terminate any connection with Judge  
11 Wolin as one of his advisers.  
12 Q. Your understanding is that's what  
13 would happen if you were appointed?  
14 A. Absolutely.  
15 Q. Certainly your intention then is to  
16 resign from the adviser panel?  
17 A. Yeah, if I was still participating.  
18 Q. Did you feel anything you may have  
19 learned in your capacity as an adviser would have  
20 rendered a conflict to accept a role as Futures  
21 representatives in the five -- in the Grace case?  
22 A. No.  
23 Q. The discussions that you've testified  
24 to with Judge Wolin and the committee relating to  
25 common issues, were issues common to asbestos

48 (Pages 186 to 189)

C. Judson Hamlin - cross

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1 litigation. Am I correct, that those also would  
2 apply to the Grace case?  
3 MS. PARVER: Objection to form.  
4 MR. BERNICK: I don't understand the  
5 question.  
6 Q. Let me try it again.  
7 You testified to common issues,  
8 correct?  
9 A. I did.  
10 Q. I'm assuming by common you mean are  
11 there issues that come up in all asbestos cases?  
12 A. Absolutely.  
13 Q. Okay. You believe those issues would  
14 also come up or had come up in the Grace case?  
15 MR. BERNICK: Wait, wait. Those are  
16 two different questions and it's leading.  
17 Objection to form.  
18 Q. All right. I'll try again. I don't  
19 want to get these questions wrong.  
20 MR. BERNICK: Or had, and it was  
21 leading.  
22 Q. Do you believe those common issues  
23 would also arise in Grace?  
24 A. The issues that exist in any asbestos  
25 bankruptcy case that I'm aware of today have

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1 analogues in all the other cases.  
2 Q. Okay. So the discussions that you  
3 testified to with Judge Wolin -- well, let me ask  
4 it this way. Do you believe the discussions you  
5 had about issues, common issues with Judge Wolin  
6 also had applicability to the Grace case?  
7 MR. SCHEIER: Objection to form.  
8 A. Did it have applicability? Yeah, but  
9 I don't think anything we ever said is anything  
10 that everybody else has been involved in this  
11 kind of litigation haven't talked about. There  
12 are no atomic secrets here.  
13 Q. Were the common issues that were  
14 discussed with Judge Wolin the same types of  
15 issues you had to face as a Futures  
16 representative in G-I?  
17 A. Yeah, the same issues involved. G-I  
18 had a few extra flourishes to it, that's for  
19 sure.  
20 MR. BERNICK: When you say you in that  
21 question, is that "you" in kind of a group or  
22 "you" specifically to Judge Hamlin?  
23 Mr. ST. JEANOS: I'm not sure which  
24 part of you --  
25 Q. The issue I was talking about were the

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1 issues discussed among the group of advisers and  
2 Judge Wolin at the meetings?  
3 MR. BERNICK: At this point we've got  
4 no particular issue. We've got a series. We're  
5 not asking about any particular issues, we've got  
6 four meetings. He attended all four meetings.  
7 He said or he didn't say something that's about  
8 those particular issues. So I don't think the  
9 question is specific enough to be meaningful. Do  
10 you want to ask a question about what one of  
11 those issues he discussed? I think that's  
12 already been asked, but I can't tell you not to  
13 ask it again. So I'm not sure what it is you're  
14 now asking him that's new.  
15 MR. ST. JEANOS: Be that as it may.  
16 You may be absolutely right. I don't think so.  
17 Just if you can object, just object. And I'll  
18 ask questions in my own part.  
19 MS. DAVIS: I'd like to make an  
20 objection that is in the beginning of Judge  
21 Hamlin's testimony he discussed meetings he had  
22 with the other advisers with Judge Wolin where  
23 they discussed issues that were involving  
24 asbestos litigation at that point in time which  
25 could have been early 2001. My understanding of

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1 these meetings with the Futures reps which  
2 occurred one to two years later involved issues  
3 that were common to the bankruptcies. Once they  
4 had all been filed.  
5 MR. BERNICK: I have that. That's also  
6 true. And another defect that's already been  
7 pointed out as the common issues have been  
8 so-called common issues have been discussed  
9 probably three times; one in connection with this  
10 historical asbestos litigation, secondly in  
11 connection with bankruptcies, and third in  
12 connection with futures meetings. And I can't.  
13 MS. DAVIS: Not necessarily common  
14 across the board.  
15 MR. BERNICK: I can't think of it.  
16 MR. DOBSON: There's combinations that  
17 may occur at a different point in time.  
18 MR. ST. JEANOS: If I ask that  
19 question, I get objection, asked and answered.  
20 Q. With those objections in mind.  
21 A. I have absolutely no idea where your  
22 question is any more.  
23 Q. I haven't asked the question.  
24 A. Good. Ask one.  
25 MR. ATKINSON: I think we taught to

56 (Pages 218 to 221)

C. Judson Hamlin - cross

218

1 he?  
 2 Q. I don't know if he's Navagant or not.  
 3 A. He was at one time, I think.  
 4 Q. He was at one time.  
 5 MS. DAVIS: Objection. I think that's  
 6 speculation. We won't get to accuracy.  
 7 Q. Do you recall reviewing Peterson's  
 8 estimation analysis with respect to cancer only  
 9 claims in or about July of 2003?  
 10 A. No, I do not. I didn't even see it,  
 11 didn't even know he submitted one.  
 12 MR. SCHEIER: He filed one in G-I.  
 13 MR. BERNICK: Let's just --  
 14 THE WITNESS: Go ahead.  
 15 Q. My understanding is that in your  
 16 billing statements one of the matters that you  
 17 billed for in G-I was reviewing Peterson  
 18 estimation analysis for cancer only claims.  
 19 A. That would have been Latisha  
 20 Chambers's work, wouldn't it?  
 21 Q. I don't know.  
 22 MR. BERNICK: He just testified he  
 23 doesn't recall.  
 24 A. I don't recall.  
 25 MS. DAVIS: We don't have the bill in

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1 front of us.  
 2 MR. ATKINSON: I was trying to speed  
 3 this up by not going back through the documents.  
 4 THE WITNESS: Okay. Go ahead.  
 5 Q. Is it correct that you've taken a  
 6 position in the G-I matter also to whether plural  
 7 claims should be compensable?  
 8 A. I have not taken a position on that  
 9 issue yet.  
 10 Q. Do you have a position on that issue?  
 11 MR. SCHEIER: Objection.  
 12 MR. BERNICK: Objection, relevance.  
 13 It's up to counsel to deal with work product  
 14 issues. But of what conceivable relevance is  
 15 that in this case?  
 16 MR. ATKINSON: There's a question  
 17 pending. I'm not going to respond to that.  
 18 A. I have not formulated an opinion on  
 19 that.  
 20 Q. Is that a topic that was discussed --  
 21 strike that.  
 22 It's correct, isn't it, that was a  
 23 topic that was discussed with Judge Wolin and  
 24 with the other advisers in the five asbestos  
 25 cases?

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1 A. As I indicated, we knew the hot issue  
 2 was what are you going to do with the unimpaired  
 3 or the asymptomatics.  
 4 Q. Do you recall what your statements  
 5 were with respect to what should be done with the  
 6 unimpaireds or asymptomatics?  
 7 MR. BERNICK: Objection. Assumes  
 8 facts not in evidence.  
 9 A. I don't think I made a statement about  
 10 it.  
 11 Q. What is your understanding as to the  
 12 ground rules in the five asbestos cases with  
 13 respect to ex parte communications between Judge  
 14 Wolin and counsel for any of the parties in this  
 15 case?  
 16 MR. SCHEIER: Objection to form.  
 17 MS. PARVER: Objection to form.  
 18 Objection, lacks foundation.  
 19 A. Nobody asked me about it. I don't  
 20 have any problems of it, other than what was --  
 21 knowing what was in the order originally  
 22 promulgated with the judge had in the very  
 23 beginning of the case. I can't tell you anything  
 24 about it.  
 25 Q. What is your understanding as to what

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1 the ground rules are?  
 2 MR. SCHEIER: Objection to form.  
 3 A. I don't think I thought about it, why  
 4 is it. I have nothing to do with it.  
 5 Q. I'm just asking whether you have an  
 6 understanding as to what the ground rules are?  
 7 A. No, I don't.  
 8 Q. Have you had any conversations with  
 9 Judge Wolin with respect to any of his ex parte  
 10 communications with counsel either in the five  
 11 asbestos cases or other counsel as they pertain  
 12 to these cases?  
 13 A. No, I don't.  
 14 Q. Have you met with Judge Wolin and with  
 15 any counsel for these cases on an ex parte basis?  
 16 A. No.  
 17 Q. Have you met with Judge Wolin and any  
 18 counsel not associated with these cases, but who  
 19 are generally members of the asbestos bar?  
 20 A. No.  
 21 Q. Okay. On an ex parte basis?  
 22 A. No.  
 23 MR. ATKINSON: I maybe finished. I have  
 24 to beat my estimate. I'm finished.  
 25 (Whereupon a brief recess was taken.)